



Date: 20 October 2010

REQUEST FOR PROPOSAL (RFP)
from individual consultants and consulting firms/institutions/organizations

Subject: Request for proposal for mid-term review of the Public Administration Reform project in the Ministry of Home Affairs (MoHA) – MoHA PAR project and recommendations for UNDP future programming options in PAR area.

Eligible bidders:

- (i) An individual consultant can submit proposal. The consultant may at his/her own discretion engage some team members to work with him/her to deliver the final product. In this case, the consultant will:
 - remains fully and solely responsible for and accountable to UNDP for the timeliness and quality of all the outputs delivered.
 - submits a technical proposal reflecting, among others, the CVs of the consultant and his/her selected team members indicating their experience and track records in similar undertakings. The technical proposal must specify work assignment for the Team Leader and each consultant.
 - submits a financial offer with an all inclusive price occurred to deliver the final product(s) with break-down detail cost for each consultants.
- (ii) Consulting firms, institutions, organizations can submit proposals (both technical and financial) with CVS of the proposed team.

You are requested to submit an English proposal for “Mid-term review of the Public Administration Reform project in the Ministry of Home Affairs (MoHA) – MoHA PAR project”, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, please find attached the relevant documents:

- Instruction to Offeror..... (Annex I)
- Terms of Reference (TOR)..... (Annex II)
- Special Service Agreement (for individual consultant) with [General Conditions](#) (Annex III)
- [Contract for Prof. Service](#) (for consulting firms) with [General Conditions](#)..... (Annex IV)
- [Insurance Coverage Table for SSA](#)..... (Annex V)
- Guidelines for preparing CV (Annex VI)
- Format of financial offer..... (Annex VII)
- Proposal submission form(Annex VIII)

3. Your offer comprising of technical proposal and financial proposal, **in separate sealed envelopes**, should reach the following address **no later than 17.00 hrs, Hanoi time (UTC/GMT +7 hours), 15 November 2010**

UNDP Viet Nam
Procurement Unit
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Tel. 84 4 3 942 1495 Fax 84 4 3 942 2267
Email: procurement.vn@undp.org (for electronic submission)
Nguyen.thi.hoang.yen@undp.org (for queries)

4. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Instructions to Offerors

A. Introduction

1. General

The comprehensive renovation process in Vietnam has taken place since 1986 with a shift from the bureaucratic and subsidized centrally planned economy to the socialist-oriented market economy.

In addition to economic reform, Public Administration Reform (PAR) has been considered by the Government of Vietnam as a core factor in the renovation of the political system since 1995 and was reinforced in 2001 with the promulgation and then operation of the PAR Master Program 2001-2010. PAR MP was approved by the Prime Minister's Decision 136/2001/QĐ-TTg, September 17, 2001, and focused on four strategic areas: institutional reform, organizational structure, civil servants and public finance management. This is a program of great significance that the Government for the first time adopted at a strategic level, indicating PAR objectives, solutions and a roadmap for the whole 10-year period. Now PAR MP 2001-2010 is being reviewed by Government and a new PAR MP for 2011-2020 is being formulated, which will give strategic direction for coming ten years.

However, there still remain irrational issues and challenges in the current public administration system. In order to address some of these challenges, Ministry of Home Affairs is assigned by the Government of Vietnam to implement the Public Administration Reform (PAR) Project funded by UNDP and other international donors through One UN Fund since 2009. The Project aims at strengthening the capacity of Vietnamese Government's agencies in accelerating and improving PAR efficiency and effectiveness.

The project has been formulated within the anticipated key result in the One UN Plan to expand and deepen the public administration reform process. Practically this is closely linked to the Government Decision 53 to accelerate PAR, improve government efficiency and effectiveness. To support the Government of Vietnam, four outcomes have been identified:

- PAR process management and policy development strengthened
- Public service delivery reform assessed and piloted
- Local government reform
- PAR communications/information system improved and PAR partnerships strengthened

The project has already been implemented for almost two years; hence Mid-term review is planned to assess project's progress against outputs and identify appropriate recommendations for the project to reach its objectives. Some of the outcomes mentioned above have already been achieved and it is also important to find out a new direction for the project for the remaining period. The Mid-term evaluation will assess the initial achievements, relevance, effectiveness and efficiency of the project. It will be a "forward looking" evaluation, which will find out the strengths and weakness of the project, analyze the PAR in the context of macro governance issues and provide recommendations which will be built on the achievements of the project. The mid-term evaluation will be outcome oriented, meaning that the evaluation should go beyond the assessment of project activities and be geared as much as possible to project contributions to the desired changes of PAR in Vietnam in general.

The Mid-term evaluation is scheduled to be held in January 2011, and a team consisting of one international and two national consultants will be recruited to conduct the evaluation.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions,

forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has sent email to nguyen.thi.hoang.yen@undp.org confirming their participation in this bidding.

Please send your questions on solicitation documents to nguyen.thi.hoang.yen@undp.org.

Offerors are responsible for checking the UNDP website (www.undp.org.vn) for any addenda and updated deadline to this Request for Proposals. UNDP reserves the right to post addenda up to the closing date for submissions. Hence bidders are advised to check the UNDP website prior to submitting their proposal.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

Your technical proposal should include, but not necessarily be limited to, the following information:

- a) A brief description of past experience on implementing research projects of similar nature to this required research (pls. provide the required information in the below table of at least three projects especially of the consultant). You should also provide any other information that will

facilitate our evaluation of your reliability and capacity to meet the TOR requirements

#	Brief description of services provided	Contract value US\$	Contract Duration	Name of client	Country of client	Email address of client
1						
2						
3						

b) Copy of your maximum 03 publications if any.

c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications, including the number of person-months in each specialization that you consider necessary to carry out all work required. Bar-charts should support your proposal. (Maximum 5 pages).

d) The curriculum vitae of the professional members of the team (Annex VI). Any other information that will facilitate our evaluation of the consultants' reliability and capacity to meet the TOR requirements could be provided. (Maximum 3 pages for each consultant).

e) Your implementation plan detailing activities and timelines.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is recommended that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract. The Price Schedule must contain a single all inclusive price for all services to be provided in order to satisfactory complete the tasks required in the TOR (consultancy fees, airfares, travel cost, DSA, terminals, tax, visa, insurance etc) with break-down lump sum amount for each consultant. The price shall include all related tax.

10. Proposal currencies

- For international firms: All prices shall be quoted in US dollars.
- For local firms: All prices shall be quoted in Vietnam Dong (Otherwise, prices shall be converted to Vietnam Dong at UN Exchange Rate at the submission deadline)

11. Period of validity of proposals

Proposals shall remain valid for (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare one "original proposal" and one copy of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The original Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

Procurement Unit
UNDP Viet Nam
72 Ly Thuong Kiet, Ha Noi, Viet Nam
Telephone number: (84-4) 3 9421495
Telefax number: (84-4) 3 9422267

- marked with –

RFP for "Mid-term review of the Public Administration Reform project in the Ministry of Home Affairs (MoHA) – MoHA PAR project"

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

If submitted electronically, please send the technical and financial proposals as separate documents in pdf format. Proposals should be emailed to procurement.vn@undp.org with the subject line:

{Name of company} *RFP for "Mid-term review of the Public Administration Reform project"*

UNDP will acknowledge receipt of proposals within 01 working day after the deadline. Offerors are responsible to contact UNDP to clarify if they do not receive acknowledgment from UNDP. The request for clarification must be within 02 days after deadline.

Maximum size for electronic submission: The maximum size per email that UNDP can receive is 3 MB. Offerors can split proposals into several parts to fit the email size.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **15 November 2010, 17.00 hrs, (Ha Noi time)**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation of proposals

Technical proposals will be evaluated using the following criteria (see detailed evaluation below)

- a) the approach in responding to the TOR and the detailed work plan (400 points)
- c) the qualifications and competence of the personnel proposed for the assignment for a total (600 points)

The personnel will be rated in accordance with the qualifications set out in the TOR and evaluation criteria.

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

Any proposed consultant given less than 50% of the points obtainable will be deemed as non-acceptable and will have to be replaced if the firm is selected without increasing its financial proposal. If a firm scores 50% or less of the total points for the personnel component, it will be disqualified.

Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers.

The weight of technical points is 70% and weight for financial points is 30% of the obtainable points.

Proposal obtaining the highest points (technical points + financial points) will be selected.

If you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm or hire freelance consultants to enable a full range of expertise to be proposed. If it is the case, the consortium must submit together with their proposal a letter of agreement signed by authorized representatives of both parties indicating (i) who will sign the contract with UNDP (ii) who is responsible for the receipt of the payments; and (iii) statement that none of the consortium members will hold UNDP liable for any dispute among the members.

In order to facilitate bidders to form teams of international and national experts to carry out the service, UNDP Vietnam has called for Expression of Interests from firms/institutions, international and national consultants who are interested in this service. If bidders need these contacts, please send requests to: nguyen.thi.hoang.yen@undp.org after 29 October 2010.

TECHNICAL EVALUATION CRITERIA

Evaluation items	Points
1. Personnel	600
2. Technical proposal	400
Total	1,000

Technical Proposal Evaluation		Points	Company/Other Entity			
Form 1 - Personnel Competencies			A	B	C	D
A. International Consultant – Team Leader		300				
1	Relevant qualifications (master degree and above in administration, public policy, economics, business administration, institutional development or other related disciplines)	15				
2	<i>Relevant experiences/knowledge</i>					
2.1	Understanding of substantive legal and institutional issues, political environment. Experience with PAR in Vietnam is preferable	45				
2.2	Similar assignments in analyzing, evaluating, developing PAR programmes in developing and transitional economies, previous working experience in Vietnam is an asset.	75				
2.3	Experiences in evaluating ODA projects, preferably in the field of Public Administration Reform	45				
2.4	Experiences in result-based management and result-oriented approach to project implementation, including monitoring and evaluation (preferably UNDP project)	60				
2.5	Experience in working with multiple governmental stakeholders of countries in transition, donors in partnership.	45				
2.6	Practical experience in networking and mobilizing international consultants in a variety of legal areas in a multicultural environment	15				
B. Senior National Consultant		200				
1	Relevant qualifications (at least university degree on administrative management, economics, law, public policy, business administration, social development or management or other related disciplines)	10				
2	<i>Relevant experiences/knowledge</i>					
2.1	Understanding of substantive legal and institutional issues, political environment. Knowledge and practical experiences on organization and operation of State apparatus. Experience with PAR in Vietnam is preferable	40				
2.2	Experience in conducting researches and other analytical works in the area of PAR	40				
2.3	Experiences in evaluating ODA projects, preferably in the field of Public Administration Reform	40				
2.4	Practical experiences in result-based management and result-oriented approach to project implementation, including monitoring and evaluation, preferably with UNDP project	30				
2.5	Experience in working with multiple governmental stakeholders and donors in partnership.	20				

2.6	Others: Fluency in spoken and written English, good skills of presentation and writing report.	20				
C. National consultant cum interpreter/translator		100				
1	Relevant qualifications (university degree on foreign languages, law, administration or other related disciplines)	10				
2	<u>Relevant experiences/knowledge</u>					
2.1	Knowledge and practical experiences on organization and operation of State apparatus and public administration reform	30				
2.2	Experiences in conducting researches and other analytical works	30				
2.3	Others: English and team work skills	30				
Total		600				

Technical Proposal Evaluation		Points	Company/Other Entity			
Form 2 - Technical proposal			A	B	C	D
	Proposed methodology					
2.1	Understanding of the objectives of the assignment	60				
2.2	Understanding of the difficulties/challenges of the tasks	100				
2.3	Approach/methodology for carrying out the task and obtaining expected outputs	200				
2.4	Implementation plan	40				
Total		400				

F. Contract Award

22. Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

An interview with the freelancer or assigned personnel from firms may be held during evaluation process, if deemed necessary.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Your proposal is received on the basis that your organization fully understands and accepts these terms and conditions

26. Contract form & payment

- a) An all inclusive (lump-sum) Special Service Agreement (SSA) (Annex III) for each individual consultant will be used if the selected proposal submitted from an individual consultant. Milestone payment for each team member will be released upon certification of the team leader on the work done by the team member. Milestone payment for the team leader will be released upon certification of UNDP (and project director) on the work done.
- b) Contract for professional service for firm (Annex IV) will be used if the selected proposal submitted from a consulting firm, institution or organization.



Annex II

TERMS OF REFERENCE

1. GENERAL BACKGROUND

The comprehensive renovation process in Vietnam has taken place since 1986 with a shift from the bureaucratic and subsidized centrally planned economy to the socialist-oriented market economy.

In addition to economic reform, Public Administration Reform (PAR) has been considered by the Government of Vietnam as a core factor in the renovation of the political system since 1995 and was reinforced in 2001 with the promulgation and then operation of the PAR Master Program 2001-2010. PAR MP was approved by the Prime Minister's Decision 136/2001/QD-TTg, September 17, 2001, and focused on four strategic areas: institutional reform, organizational structure, civil servants and public finance management. This is a program of great significance that the Government for the first time adopted at a strategic level, indicating PAR objectives, solutions and a roadmap for the whole 10-year period. Now PAR MP 2001-2010 is being reviewed by Government and a new PAR MP for 2011-2020 is being formulated, which will give strategic direction for coming ten years.

However, there still remain irrational issues and challenges in the current public administration system. In order to address some of these challenges, Ministry of Home Affairs is assigned by the Government of Vietnam to implement the Public Administration Reform (PAR) Project funded by UNDP and other international donors through One UN Fund since 2009. The Project aims at strengthening the capacity of Vietnamese Government's agencies in accelerating and improving PAR efficiency and effectiveness.

The project has been formulated within the anticipated key result in the One UN Plan to expand and deepen the public administration reform process. Practically this is closely linked to the Government Decision 53 to accelerate PAR, improve government efficiency and effectiveness. To support the Government of Vietnam, four outcomes have been identified:

1. PAR process management and policy development strengthened
2. Public service delivery reform assessed and piloted
3. Local government reform
4. PAR communications/information system improved and PAR partnerships strengthened

The project has already been implemented for almost two years; hence Mid-term review is planned to assess project's progress against outputs and identify appropriate recommendations for the project to reach its objectives. Some of the outcomes mentioned above have already been achieved and it is also important to find out a new direction for the project for the remaining period. The Mid-term evaluation will assess the initial achievements, relevance, effectiveness and efficiency of the project. It will be a "forward looking" evaluation, which will find out the strengths and weakness of the project, analyze the PAR in the context of macro governance issues and provide recommendations which will be built on the achievements of the project. The mid-term evaluation will be outcome oriented, meaning that the evaluation should go beyond the assessment of project activities and be geared as much as possible to project contributions to the desired changes of PAR in Vietnam in general.

The Mid-term evaluation is scheduled to be held in January 2011, and a team consisting of one international and two national consultants will be recruited to conduct the evaluation.

2. OBJECTIVES AND SCOPE OF THE ASSIGNMENT

The objectives and scope of the assignment are as follows:

1st mission: The external mid-term review

a) **Review of project achievements and results**

This include and assessment and documentation of project progress made so far against the expected results as defined in the project document and annual work plans.

Apart from that, project's results should be rated in the following aspects:

- *Relevance*: Responsiveness to the needs and priorities of MoHA, UNDP's mandate and beneficiaries' needs. Were the project's activities relevant, appropriate and strategic compared to the national goals and UNDP's mandate in public administration reform? Quality and logic of project design?
- *Effectiveness*: To what extent project objectives were achieved? (*progress towards the achievement of development results and implementation of better processes to achieve those results*).
- *Efficiency*: Were activities cost efficient? Were output/objectives achieved on time? Was the project implemented in the most efficient way compared to alternatives?
- *Sustainability* (the probability of benefits to continue over time): Sustainability assessment includes three aspects: (i) financial, (ii) technical and (iii) environmental sustainability. Environmental sustainability is not a relevant aspect for this project.

b) **Recommendations on the project scope and activities for the remainder of the project life cycle** taking into account recent developments and likely future scenarios influencing public administration reform in Viet Nam.

The assessment of the project's relevance, scope and recommended activities until the end of the project should take into account an analysis of potential benefits of the project for MOHA's future orientation in the area of public administration reform.

This part of the assignment should answer the following questions:

- Are the activities of the project sustainable?
- How might things be done better for the remainder of the project?

The external review will be:

- Outcome-oriented, meaning that the evaluation should go beyond the assessment of project activities and be geared as much as possible to project contributions to the desired changes of the Public Administration Reform Process
- Forward-looking and suggest solutions to the issues identified
- Participatory exercise considering the views and suggestions of a wide range of stakeholders and beneficiaries within and outside of MOHA

2nd mission: Recommendations for UNDP future programming options in the area of Public Administration Reform (UNDP will make decision on whether the 2nd mission will be implemented after the first mission. However, bidders are still requested to submit proposals for the 2nd mission).

Analysis of national PAR priorities (such as contained in new PAR MP 2011-2020, other government policies), ONE UN plan and priorities in the area of PAR, donor priorities and support, and other interventions by different stakeholders. The analysis should be based on the new emerging Public Administration Reform issues as defined by partners (both Government and non-state actors) and how they think they could be best addressed in the upcoming period. On the basis of this analysis, the mission will recommend new ideas or themes for UNDP interventions in the PAR area for the coming five years.

Key question needs to be answered: **What additional interventions may be undertaken by UNDP to support public administration reform in Vietnam?**

3. SCOPE OF WORK

For each mission, the consultant team will undertake the following activities:

- Propose a detailed work plan, methodology, approach and interview questionnaires
- Collect relevant documents with support from PMU and MOHA
- Conduct a desk review of collected documents
- Conduct in depth interviews with key informants at central level and local level to better understand the reasons for identified gaps in relevance and efficiency as well as to document initial impact and lessons learnt of the project.
- Prepare the draft report to seek comments from different stakeholders
- Present the key findings and recommendations in a workshop to validate the draft report
- Finalization and submission of report

4. DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

The 1st mission is expected to commence in January 2011 for 20 working days maximum for each consultant. However, actual time for the mission can be discussed and decided after contract is signed (i.e December 2010 or January 2011), taking into consideration of the plan for development of PAR MP 2011-2020 and supposed to provide inputs for the annual project work-plan for 2011.

The 2nd mission is expected to start early March 2011, with total 15 working days maximum for each consultant. For both missions, the consultants will work mainly in Hanoi, with possible field trips to several provinces.

5. FINAL PRODUCTS

1st mission report (External mid-term evaluation report): The Evaluation team is expected to produce a comprehensive analytical project mid-term evaluation report that highlights the findings, recommendations and lessons learnt. The report will also specifically cover suggestions for remaining part of the project, budget & human resources, revised focus/objectives (if necessary) etc. It should consist of the following parts:

- a) Review of project achievements and results against expected outputs as defined in the project document and reflected in annual/quarterly work plans. Project results should be rated based on four criteria: relevance, effectiveness, efficiency and sustainability. The assessment of project implementation should include an analysis of success factors as well as bottlenecks encountered during project implementation.
- b) Recommendations on future scope of activities of the project, within UNDP-MoHA cooperation.

The report is maximum thirty pages excluding annexes, which might include, but is not limited to the following components:

- Executive summary
- Introduction
- Description of evaluation methodology
- Analysis of actual project design and implementation (relevance, effectiveness, efficiency, sustainability): Key findings and lessons learnt.
- Suggestions on the way forward: outcomes, outputs, objectives, activities, budgets, project human resources etc.

Besides the above report, following intermediate semi-products and tools should be submitted

- Detailed work plan of the assignment with clear elaboration of tasks of international and national consultants
- Questionnaire
- Draft report outline
- Draft report on the findings and recommendations
- Presentations in a workshop in Hanoi to present the midterm evaluation findings and recommendations and to collect feedback from workshop participants to finalize the report

2nd mission report (Recommendations on UNDP future programming options on PAR)

This report should cover the following issues:

- a) Background: PAR in Vietnam and historical UNDP support in PAR areas
- b) Lessons learnt: what worked? what did not work? (to support the analysis on feasibility of proposed options)
- c) Newly emerging PAR priorities of the Government and relevant UNDP mandates.
- c) Recommendations of future programming options for UNDP in the Public Administration Reform area.

6. PROVISION OF MONITORING AND PROGRESS CONTROLS

The Evaluation Team will consist of 3 consultants: one international consultant as the Team Leader, one senior national consultant and one national consultant cum interpreter/translator. The consultants will work under the day to day supervision of the PO focal point of the project, Governance Cluster and report to the Head of Governance Cluster.

The consultants will work closely with UNDP Head of Governance Cluster, The UNDP Programme Officer and the project management unit at MOHA in order to implement the work and achieve the required results.

The partner agencies and the project office will be responsible for facilitating the mission, providing all documents and reference materials required to conduct the Evaluation. They will also be involved in interviews, briefings and debriefings.

The deliverables and reports should be submitted as per the agreed plan. The findings of the mission should be disaggregated by gender where possible and should follow the ethical code of conducts for UNDP evaluations mentioned in Annex. On the basis of the recommendations by the Evaluation Team, project document including outcome, outputs (with indicators) and activities will be revised for 2011 onwards.

7. DEGREE OF EXPERTISE AND QUALIFICATIONS

The team members should be selected from those, who have not been involved in the project in one form or the other, be it project formulation or implementation.

Qualification requirements for the international team leader:

- Master degree and above in law, public administration , institutional developments, political science/public policy, business administration and other similar disciplines
- At least 10 years experience in working with countries in transition. Knowledge about and proven working experience in the area of Public Administration Reform is essential. Previous work experience in Vietnam is an asset.
- Strong analytical capacities and excellent oral and written presentation and communication skills, maturity and confidence in dealing with senior and high ranking officials of national and international institutions, government and non-government partners
- Knowledge of and practical application experience of gender issues and concept.
- Institutional, training and policy dimensions will have play a significant role in the professional profile, either in an academic or operating setting.
- Understanding of organizational structure, functions of Vietnamese government agencies and MOHA in particular is preferred but not essential.

The Evaluation Team Leader will have overall responsibility for the quality and timely submission of the evaluation report to UNDP. Specifically, the team leader will perform the following tasks:

- Lead and manage the evaluation mission
- Design the detailed evaluation scope and methodology and approach
- Ensure efficient division of tasks between the mission members
- Conduct the midterm evaluation in accordance with the proposed objective and scope of the evaluation
- Draft and communicate the evaluation report
- Finalize the evaluation report in English and Vietnamese and submit to UNDP

Qualification requirements for the senior national team member:

- Educational background in law, Public Administration, public policy, businesses administration, social development or management or other related disciplines
- At least 10 years of experience in PAR within the state administration or international organizations in Vietnam
- Knowledge and practical experiences on organization and operation of state apparatus and public administration reform.
- Experience in conducting researches and other analytical works in the area of PAR
- Experience in conducting evaluations is desirable
- Good skills of writing and presenting the report.
- Fluency in written and spoken English

S/he will perform the following tasks:

- Review documents
- Participate in the designing of the methodology
- Conduct the evaluation in accordance with the proposed objective and scope of the evaluation
- Draft certain sections of the evaluation report
- Assist the Team Leader in finalizing the draft evaluation report through incorporating suggestions received
- Finalize the Vietnamese version of the report

Qualification requirements for the national team member cum interpreter/translator:

- Educational background in law, Public Administration, public policy, businesses administration, social development or management or other related disciplines
- At least 3 years of experience in PAR within the state administration or international organizations in Vietnam
- Knowledge and practical experiences on organization and operation of state apparatus and public administration reform.
- Experience in conducting researches and other analytical works
- Good at inter-personal skills
- Fluency in written and spoken English

S/he will perform the following tasks:

- Collect related documents upon team leaders/senior national consultant's requests
- Participate in the mission and play a supporting role as assigned by the team leader.

- Provide translation/interpretation services for the mission.

8. ADMINISTRATIVE SUPPORT AND REFERENCE DOCUMENTS

UNDP will extend support to the international consultant for arranging VISA for Vietnam. An office space will be provided to the consultants in project office. Necessary documents will be forwarded to the consultants in advance by the project office.

Suggested Documentation:

- Guidelines for outcome evaluators (UNDP publications)
- One UN documents (One UN Plan 2, annual One UN reports etc.)
- UNDP CPD and CPAP 2006-2010
- Project Document (DPO)
- PAR Master Plan 2001-2010
- Review Report of 5 year implementation of PAR Master Plan (Mid- term review)
- Project Annual Work Plans, 2009,2010, 2011 (if available)
- All Project Quarterly Work Plans 2009
- Progress and financial reports by PMU (Annual and quarterly)
- Annual Project Review meeting minutes
- All consultants reports on M&E system, PAR MP etc
- Project activities' reports
- Training Materials
- Any other materials deemed useful and necessary

9. REVIEW TIME REQUIRED AND PAYMENT TERM

1st mission

- First payment of 20% of the total amount for the 1st mission will be paid upon submission of detailed work plan, methodology, approach and interview questionnaires for the 1st mission.
- Second payment of 40% of the total amount for the 1st mission will be paid upon submission of the 1st mission draft report
- Third payment of 40% of the total amount for the 1st mission will be paid upon submission and UNDP's satisfactory acceptance of the final 1st mission report and completion of all services required for the 1st mission in the TOR.

2nd mission:

- First payment of 20% of the total amount for the 2nd mission will be paid upon submission of detailed work plan, methodology, approach and interview questionnaires for the 2nd mission.
- Second payment of 40% of the total amount for the 2nd mission will be paid upon submission of the 2nd mission draft report
- Third and final payment of 40% of the total amount for the 2nd mission will be paid upon submission and UNDP's satisfactory acceptance of the final 2nd mission report and completion of all services required for the 2nd mission in the TOR.

10. CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES

The consultants will work part time for the assignment.

Annex to the TOR - Ethical Code of Conduct for UNDP Evaluations

Evaluations of UNDP-supported activities need to be independent, impartial and rigorous. Each evaluation should clearly contribute to learning and accountability. Hence evaluators must have personal and professional integrity and be guided by propriety in the conduct of their business.

Evaluators:

Must present information that is complete and fair in its assessment of strengths and weaknesses so that decisions or actions taken are well founded

Must disclose the full set of evaluation findings along with information on their limitations and have this accessible to all affected by the evaluation with expressed legal rights to receive results.

Should protect the anonymity and confidentiality of individual informants. They should provide maximum notice, minimize demands on time, and: respect people's right not to engage. Evaluators must respect people's right to provide information in confidence, and must ensure that sensitive information cannot be traced to its source. Evaluators are not expected to evaluate individuals, and must balance an evaluation of management functions with this general principle.

Evaluations sometimes uncover evidence of wrongdoing. Such cases must be reported discreetly to the appropriate investigative body. Evaluators should consult with other relevant oversight entities when there is any doubt about if and how issues should be reported.

Should be sensitive to beliefs, manners and customs and act with integrity and honesty in their relations with all stakeholders. In line with the UN Universal Declaration of Human Rights, evaluators must be sensitive to and address issues of discrimination and gender equality. They should avoid offending the dignity and self-respect of those persons with whom they come in contact in the course of the evaluation. Knowing that evaluation might negatively affect the interests of some stakeholders, evaluators should conduct the evaluation and communicate its purpose and results in a way that clearly respects the stakeholders' dignity and self-worth.

Are responsible for their performance and their product(s). They are responsible for the clear, accurate and fair written and/or oral presentation of study limitations, findings and recommendations.

Should reflect sound accounting procedures and be prudent in using the resources of the evaluation.



Annex III

UNITED NATIONS DEVELOPMENT PROGRAMME

Special Service Agreement for individual consultant (Team Leader)

No _____

MEMORANDUM OF AGREEMENT MADE THIS ____ day of ____ 20__ between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual contractor") whose address is _____

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and: WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference attached hereto as (*Annex I*) and its proposal dated (*Annex II*)

2. Duration of Agreement

This Agreement shall commence on the ____ day of _____ 20__, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the ____ day of _____ 20__, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the [General Conditions for SSA](#) (*Annex II*).

3. Consideration

The total sum of _____ (including all other costs for daily fees, airfares, DSA, terminals, visa, medical expenses, taxes as listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

....

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s).

4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.

(DELETE IF NATIONAL CONSULTANT IS REQUIRED)

5. Beneficiary

The Individual contractor selects _____ as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder as per the SSA insurance coverage table (*Annex IV*)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER: _____ DATE _____
United Nations Development Programme

SUBSCRIBER: _____ DATE _____

UNITED NATIONS DEVELOPMENT PROGRAMME

Special Service Agreement for individual consultant (Team member)

No _____

MEMORANDUM OF AGREEMENT MADE THIS ____ day of ____ 20__ between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual contractor") whose address is _____

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and;
WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,
NOW, THEREFORE, the Parties hereby agree as follows:

6. Nature of services

The Individual contractor shall perform the following services as described in the Terms of Reference attached hereto as (*Annex I*) and its proposal dated (*Annex II*)

7. Duration of Agreement

This Agreement shall commence on the ____ day of _____ 20__, and shall expire upon satisfactory completion of the services described in the TOR, but not later than the ____ day of _____ 20__, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the [General Conditions for SSA](#) (*Annex II*).

8. Consideration

The total sum of _____ (including all other costs for daily fees, airfares, DSA, terminals, visa, medical expenses, taxes as listed in the contractor's proposal) will be paid to the consultant (freelancer) or the consultancy firm as per the following milestones:

....

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s).

9. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.

(DELETE IF NATIONAL CONSULTANT IS REQUIRED)

10. Beneficiary

The Individual contractor selects _____ as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder as per the SSA insurance coverage table (*Annex IV*)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER: _____ DATE _____
United Nations Development Programme

SUBSCRIBER: _____ DATE _____

Annex IV

Model Contract for Professional Consulting Services between UNDP and a Company or other entity¹ (for consultancy firm)



Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [**company/organization/institution**], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the [UNDP General Conditions for Professional Services](#) attached hereto as Annex 5. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex 2;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting²[dated.....], both documents not attached hereto but known to and in the possession of both parties.

¹ This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

² If there are updates to the technical proposal or ² correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
-------------	-----------------------	--------------------	--------------------------

....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
---------------------	---------------------------

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment³

³ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS] including.....%.VAT.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions⁴

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

⁴ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

UN exchange rate at the payment date will be applied.

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:	Fax:	Cable:
---------------	-------------	---------------

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:
Address:

Telex:	
Fax:	
Cable:	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND TITLE]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____

Annex VI

GUIDELINES FOR PREPARING CV

WE REQUEST THAT YOU USE THE FOLLOWING CHECKLIST WHEN PREPARING YOUR CV:

Limit the CV to 3 or 4 pages

NAME (First, Middle Initial, Family Name)

Address:

City, Region/State, Province, Postal Code

Country:

Telephone, Facsimile and other numbers

Internet Address:

Sex, Date of Birth, Nationality, Other Citizenship, Marital Status

Company associated with (if applicable, include company name, contact person and phone number)

SUMMARY OF EXPERTISE

Field(s) of expertise (be as specific as possible)

Particular development competencies-thematic (e.g. Women in Development, NGOs, Privatization, Sustainable Development) or technical (e.g. project design/evaluation)

Credentials/education/training, relevant to the expertise

LANGUAGES

Mother Tongue:

Indicate written and verbal proficiency of your English:

SUMMARY OF RELEVANT WORK EXPERIENCE

Provide an overview of work history in reverse chronological order. Provide dates, your function/title, the area of work and the major accomplishments include honorarium/salary. References (name and contact email address) must be provided for each assignment undertaken by the consultant that UNDP may contact.

UN SYSTEM EXPERIENCE

If applicable, provide details of work done for the UN System including WB. Provide names and email address of UN staff who were your main contacts. Include honorarium/salary.

UNIVERSITY DEGREES

List the degree(s) and major area of study. Indicate the date (in reverse chronological order) and the name of the institution where the degree was obtained.

PUBLICATIONS

Provide total number of Publications and list the titles of 3 major publications (if any)

MISCELLANEOUS

Indicate the minimum and maximum time you would be available for consultancies and any other factors, including impediments or restrictions that should be taken into account in connection with your work with this assignment.

Please ensure the following statement is included in the resume and that it is signed and dated:

I CERTIFY THAT ALL INFORMATION STATED IN THIS RESUME IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I AUTHORIZE UNDP OR ITS AGENT TO VERIFY THE INFORMATION PROVIDED IN THIS RESUME.

(Signature)

Annex VII

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope (or pdf document if submitting electronically) from the rest of the RFP response as indicated in paragraph 9 of the Instruction to Offerors.

The Price Schedule must provide a detailed cost breakdown for each consultant. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Price Schedule:			
<u>1st mission:</u>			
Description of Activity/Item	Unit rate	Quantity	Total
1. Consultant A			
1.1 Consultancy fee			
1.2 Other fees			
2. Consultant B			
2.1 Consultancy fee			
2.2 Other fees			
TOTAL			
<u>2nd mission:</u>			
Description of Activity/Item	Unit rate	Quantity	Total
1. Consultant A			
1.1 Consultancy fee			
1.2 Other fees			
2. Consultant B			
2.1 Consultancy fee			
2.2 Other fees			
TOTAL			
GRAND TOTAL			

FINANCIAL OFFER

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum ofUS\$ or VND .

This is a lumpsum offer covering all associated costs for the required service (fee, DSA, terminals, travel, visa, taxes etc) until satisfactory acceptance of the final outputs in the TOR.

I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of 120 days from the submission deadline of the proposals.

Dated this day /month of year

Signature

