

PROJECT TITLE: “Support to Public Administration in HCM City, 2008-2011”

PROJECT NUMBER: 00061136



IMPLEMENTING AGENCY:

Ho Chi Minh City People's Committee

Request for Proposal (RFP) FROM CONSULTING FIRMS

Budget Line No.: 72100

Requisition No.:04/PPP/2009

Date: 13 July 2009

Dear Sir/Madam,

Subject: RFP for the provision of to conduct Evaluation of socialization (public private partnership - PPP) measures in health sector in Ho Chi Minh City, development of a socialization framework to 2020 and design of pilot socialization projects for health sector

1. You are requested to submit a proposal for conducting Evaluation of socialization (public private partnership) measures in health sector in Ho Chi Minh City, development of a socialization framework to 2020 and design of pilot socialization projects for health sector, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract.....(Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
 - vi. Contract form..... (Annex VI)
3. Your offer comprising of technical proposal and financial proposal, **in English and Vietnamese**, in separate sealed envelopes, should reach the following address no later than **14 August 2009, 16:30PM, Hanoi time**
Ms. LE DIEU ANH
Project Manager
“Support to Public Administration Reform in Ho Chi Minh City, 2008-2011”
Address: 86B Le Thanh Ton, District 1, Ho Chi Minh City, Vietnam
Tel: 84-8-3823 7490, Fax: 84-8-3823 7493
Email: parhcmc.vn@undppartners.org
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

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

Yours sincerely,
(signed)

NGUYEN TRUNG THONG
Deputy National Project Director

Instructions to Offerors

A. Introduction

1. General

HCMC government has approved a PAR Action Plan for 2006-2010 in line with National PAR priorities, and also reflecting the specific reform needs for a mega city of 8 million people contributing 30% of Viet Nam's GDP, focusing on further improving urban governance capacity and better promoting an enabling environment for public service delivery.

In recent years, HCM city has been active and innovative in the implementation of Government's "socialisation" policy with an aim to mobilise resources of non-public sectors into socio-economic development endeavour. Several departments have started "**socialisation**" **initiatives** in various sectors such as garbage collection, capital mobilisation for infrastructure development and maintenance services. However, most of them have **not widely expanded to other sectors and levels**. Moreover, there is an absence of a strategic policy and a clear rule to coordinate the implementation in this area.

The Project is supporting the enhancement of the capacity of HCMC administration and its partners through preparing for the development of a socialisation framework by: (i) the detailed evaluation and analysis of socialization types in health sector in HCMC, and; (ii) development of a socialisation framework for health sector in HCMC to 2020, (iii) design pilot projects; and (iv) development of a capacity development plan for pilot implementation.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the Project 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 Project in writing at the organisation's e-mailing address or fax number indicated in the RFP. The Project 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 parhcmc.vn@undppartners.org confirming their participation in this bidding.

Please send your questions on the TOR and RFP to parhcmc.vn@undppartners.org

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the Project 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 Project 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 Project shall be written in the English and Vietnamese 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

The Proposal shall comprise the following components:

- (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) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal. References must be provided for each assignment undertaken by the offeror that the Project may contact.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the Project.

(b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

Team Composition and Task Assignments. Here you should propose the structure and composition of your team. You should list the main disciplines of the assignment and the key expert responsible, using the format given below:

<i>Name of staff member</i>	<i>Area of expertise</i>	<i>Position assigned</i>	<i>Tasks assigned</i>

Signed Curriculum Vitae (CV) for proposed professional staff. Provide CVs for staff assigned in a uniform format (maximum 4 pages per staff member).

It is required that the proposed staff confirms in their CVs that they are not tendering for the same contract in any other form including their involvement in tendering preparation.

(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.

This is the key element of your proposal. Under 'Approach and Methodology' you should explain your understanding of the objectives of the assignment, your methodology for carrying out the activities and obtaining the expected outputs. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

Under 'Work Plan' you should propose the main activities of the assignment, their content and duration, phasing and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology.

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.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

11. Period of validity of proposals

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

In exceptional circumstances, the Project 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 two copies 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

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

1st advance payment: upon the acceptance of satisfactory Inception Report

2nd payment: upon the acceptance of satisfactory Evaluation report on the socialization measures in health sector in Ho Chi Minh City

3rd payment: upon the acceptance of satisfactory draft report on socialization framework for health sector in HCMC to 2020 with proposed pilot socialization projects and capacity development plan for state and non-state actors

4th (last) payment: upon the acceptance of satisfactory final report for the whole assignment

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 –

Ms. LE DIEU ANH

Project Manager

“Support to Public Administration Reform in Ho Chi Minh City, 2008-2011”

Address: 86B Le Thanh Ton, District 1, Ho Chi Minh City, Vietnam

Tel: 84-8-3823 7490, Fax: 84-8-3823 7493

Email: parhcmc.vn@undpppartners.org

- marked with –

“RFP: Development of Socialisation Framework in Health sector”.

(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 Project Procurement Panel (PPP) 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 parHCMC.vn@undpppartners.org with the subject line:

{Name of company} “RFP: DEVELOPMENT OF SOCIALISATION FRAMEWORK IN HEALTH SECTOR”.

15. Deadline for submission of proposals

Proposals must be received by the Project at the address specified under clause *Sealing and marking of Proposals* no later than **15 August 2009, 16:30 pm (Ha noi time)**

The Project 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 Project and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the Project 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 Project 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 email 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 Proposals will be opened in the presence of a Committee formed by the National Project Director.

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, legal documents are provided 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 company/organization's general reliability as well as experience and capacity in the specific field of the assignment (100 points)
- b) 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 (500 points)

The personnel will be rated in accordance with:

- (i) their general qualifications
- (ii) suitability for the assignment; and
- (iii) their language qualifications and experience in low prevalence countries

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 300 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers. i.e. $S_f = 300 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. Proposal obtaining the highest points (technical points + financial points) will be selected.

If you consider that your company/organization does not have all the expertise for the assignment, there is no objection to your company/organization associating with another company/organization to enable a full range of expertise to be proposed. However, your

company/organization may participate in only one such joint proposal. 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 the Project; (ii) who is responsible for the receipt of the payments; and (iii) statement that none of the consortium members will hold the Project liable for any dispute among the members.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise and Capacity of Firm / Organisation submitting proposal	10%	100					
2.	Adequacy of the proposed approach, methodology and workplan responding to the ToR	40%	400					
3.	Personnel competencies and human resource organisation	50%	500					
Total			1000					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

- Form 1: Expertise and Capacity of Firm / Organization submitting Proposal
Form 2: Adequacy of the proposed approach, methodology and workplan responding to the ToR
Form 3: Personnel competencies

Technical Proposal Evaluation Form 1			Points	Company / Other Entity				
				A	B	C	D	E
Expertise and Capacity of Firm / Organisation submitting Proposal								
1.1	Does the Company's profile show its competence in the field of socialisation (public private partnership) development ?	20						
1.2	Are the Company's knowledge and experience relevant to socialisation in public service provision?	35						
1.3	Does the Company have relevant experience in development of socialisation in health service provision?	20						
1.4	Has the Company done for other clients socialisation projects similar to the proposed one of Ho Chi Minh City?	20						
1.5	Does the Company have relevant experience in working with HCMC authority and its agencies?	5						
Total		100						

Technical Proposal Evaluation Form 2			Points	Company / Other Entity				
				A	B	C	D	E
Adequacy of the proposed approach, methodology and workplan responding to the ToR								
2.1	General		80					
2.2	Approach		160					
2.3	Planning and Scheduling		160					
Total			400					

Technical Proposal Evaluation Form 2 – by items			Points	Company / Other Entity				
				A	B	C	D	E
2.1. General								
2.1.1	To what degree does the Company understand the task and expected deliverables/outcome?	16						
2.1.2	Does the suggested workplan sufficiently address the key tasks/responsibilities expressed in the TOR?	16						
2.1.3	Is the socialisation conceptual framework proposed by the Company appropriate for HCMC?	16						
2.1.4	Are the suggested methodology (sampling, qualitative/quantitative techniques, etc.) for the assignment sufficient enough to address the needs/demands of the TOR?	24						
2.1.5	Are the presentation clear and the sequence of activities and the planning logical, realistic and promise efficient delivery of quality study survey report?	8						
Sub-total		80						

2.2. Approach								
2.2.1	Is the proposed methodology adequate?	40						
2.2.2	Are the proposed approach and methodology for carrying out the assignment feasible?	32						
2.2.3	Are each of the proposed steps and anticipated results thoroughly described?	48						
2.2.4	Are the proposed evaluation techniques suitable in respect to the expected results?	40						
Sub-total		160						

2.3. Planning and Scheduling							
2.3.1	Is the proposed planning and scheduling meeting milestones?	32					
2.3.2	Are the human resource estimates realistically allocated to each activity of the assignment?	72					
2.3.3	Are the proposed activities sufficient to produce the quality output as specified in TOR	56					
Sub-total		160					

Technical Proposal Evaluation Form 3 – Personnel Competencies		Weight	Points	Company / Other Entity				
				A	B	C	D	E
i)	Team leader	3	500					
ii)	Deputy team leader	2	500					
iii)	International consultant (if other than team leader	2	500					
iv)	National Consultant (*)	1	500					
Total		100%	500					

(*) The number of team members is decided by the offerors.

Technical Proposal Evaluation Form 3 – Personnel Competencies		Weight	Points	Company / Other Entity				
				A	B	C	D	E
3.1	Team leader							
i)	Relevant qualifications, especially in development economics, health/public management	25%	125					
ii)	Relevant experience for the assignment	55%	275					
	On socialisation in public service provision	25%	125					
	In a metropolitan like HCMC	10%	50					
	In working with a broad range of clientele and resource persons of diverse backgrounds	10%	50					
	In leading teams on consulting assignments	10%	50					
iii)	Knowledge of the region	10%	50					
iv)	English language skills	10%	50					

Total		100%	500					
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3.2	Deputy team leader							
i)	Relevant qualifications	30%	150					
ii)	Relevant experience for the assignment	50%	250					
	In socialisation of public/health service provision	20%	100					
	In survey/evaluation	20%	100					
	In leading/coordinating teams on consulting assignments	10%	50					
iii)	English language skills	20%	100					
Total:		100%	500					

3.3	International consultant (if other than team/deputy team leader)							
i)	Relevant qualifications, knowledgeable about socialisation	35%	175					
ii)	Relevant experience for the assignment as (i)	60%	300					
	Experience of socialisation in public service provision	20%	100					
	Proven experience in development of socialisation measures in public/health service provision	30%	150					
	Capability in performing consulting assignments in Vietnam and/or HCM City context	10%	50					
iii)	English language skills	5%	25					
Total:		100%	500					

3.4	National consultant							
i)	Relevant qualifications	30%	150					
ii)	Relevant experience for the assignment	60%	300					
	In socialisation of public/health service provision	30%	150					
	In survey/evaluation	30%	150					
iii)	English language skills	10%	50					
Total:		100%	500					

Please note that points will be given separately for key member of the proposed team. Support staff or staff, who do not provide much technical expertise will not be evaluated separately, but will be considered in above evaluation sheet, form 2.

F. Award of Contract

22. Award criteria, award of contract

The Project 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 Project 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.

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

General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims,

demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption

from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

Terms of Reference (TOR)

Title:	Evaluation of socialization (public private partnership) measures in health sector in Ho Chi Minh City, development of a socialization framework for health sector to 2020 and design of pilot socialization projects
Location:	Ho Chi Minh City, Vietnam
Duration:	5 months
Start date:	Quarter 3, 2009
Call for:	Open bidding to local and international consulting firms

1. Background:

UNDP has been supporting the People's Committee of Ho Chi Minh City (HCMC) in executing on 'Support to Public Administration Reform (PAR) in HCMC 2008-11' (the "Project") with the overall objective of *"enhancing the administrative authorities of HCMC and its counterparts in urban development planning and management to attain equitable and inclusive socio-economic growth, with participation of the public, and environmentally sustainable development"*. The goal is to be achieved through four Results Components: (1) Development of a new Urban Governance Model; (2) A framework for Socialisation (PPP) developed and piloted in public services and infrastructure provision; (3) A more efficient Management and Geographical System (MIS/GIS) developed for investors and entrepreneurs, and; (4) Improved performance efficiency and quality of administrative machinery. Detailed project information is posted on UNDP's website (www.undp.org.vn).

This Terms of Reference (TOR) directly supports the achievement of result component 2. This will also contribute to the achievement of result component 2.1 "New models in public service provision have been developed and piloted in education, health and culture" of the PAR project in the period 2009-2012, owned by Ministry of Home Affairs and supported by UNDP. In the context of increasing decentralisation and devolution of responsibility to the city government, and the realisation that centrally allocated resources are insufficient for the delivery of infrastructure and services, the use of private sector funds through socialisation measures is increasingly significant. This trend is likely to accelerate through further decentralisation and the emergence of a new urban governance model. At present, some departments and authorities of HCMC PC have been developing a number of socialization forms within their scope of management.

However, there are a number of barriers to the further roll-out of socialisation in other departments and areas due to: (i) rigorous assessment of impact and results of socialisation measures are either unknown or are not widely shared; (ii) there is no transparent and clear regulations and/or guidance on how to build, execute and supervise such socialization measures, and; (iii) there is no systematic development of the capacity of the public, private and other non-state sectors in socialisation measures. Therefore, the establishment of a supporting framework to develop socialization initiatives in the areas of public service delivery (covering the areas of environmental services, health and health) and infrastructure was proposed by a number of departments/branches of HCMC. This TOR supports to develop a socialisation

framework with capacity development for state and non-state actors and the design of pilot projects in education sector.

2. Objectives of the consulting assignment:

Support the enhancement of the capacity of HCMC administration and its partners through preparing for the development of a socialisation strategy by: (i) the detailed evaluation and analysis of socialization types in health sector in HCMC, and; (ii) development of a socialisation framework for health sector in HCMC to 2020, (iii) design pilot projects; and (iv) development of a capacity development plan for pilot implementation

3. Scope of work

The key tasks to be undertaken (but not limited to) will be as follows. Steps 1 and 2 are not sequential and can be carried out simultaneously.

- (a) Draft a concise Inception Report clarifying how the assignment will be undertaken (through adjustment to the scope of work), how the team will work and identifying a schedule for completion.
- (b) Present the inception report to the Project Management Unit (PMU) and revise on the basis of advice and feedback.

Task 1: Socialization Status Overview

- (c) Develop a user-friendly questionnaire(s) for dissemination to relevant city departments and districts with the purpose of gaining key information on socialization in health sector in HCMC, and conduct a socio-economic survey relating to socialization in health sector.
- (d) On the basis of returned questionnaires, provide an analytical city-wide overview of the extent of socialization activities in HCMC in health sector in the form of an assignment working paper for circulation and comment.

Task 2: Detailed Evaluation of Selected Socialization Measures

- (e) Through discussion and agreement with the PMU and Department of Health (DOH), select detailed case studies by type of investment, by type of health care and locations.
- (f) Design a detailed survey for conducting face-to-face discussions with the selected case study of socialization measures, with a view to clearly identifying strengths and weaknesses, and gaps and constraints in current practice. This should include full coverage of the socialisation implementation cycle and analysis of the legal, institutional, regulatory and policy framework in which socialisation is undertaken. It should include (but not necessarily limited to):
 - **Strategic Planning:** how the problem and response were identified, the stakeholders involved, the factors influencing the selection of a socialization response, the legal and regulatory framework conditioning the approach.

- **Development:** how the socialization measure was planned and the framework established (through analysis and identification of partners, detailed analytical studies and identification of financing options, the 'model' adopted etc).
 - **Implementation:** detailed analysis of how the socialization was undertaken including procurement and contracting (tender preparation, evaluation, negotiation and contract award), contract management (practical management issues, monitoring and evaluation, and revision and renegotiation), and the legal and regulatory framework within which the measure is undertaken.
 - **Results and impacts:** where available a cost-benefit assessment of the socialization measure and quantification of its impacts and results.
 - **Capacity development needs:** an assessment of the capacity building needs of state and non-state actors at all stages of socialization (planning, development and implementation).
- (g) On the basis of the detailed case evaluations, draft a report consisting of an analytical comparative overview of the lessons arising from the cases, and separate case study write ups; where appropriate the report should be informed by international good practice. Present the draft report to a PMU and DOH roundtable and (as necessary) revise on the basis of feedback.
- (h) Present the findings to a focused workshop of relevant stakeholders aimed at refining and confirming the main gaps and constraints, and confirming the key capacity development measures required to support the further roll-out of socialization measures in HCMC. Provide a concise workshop report clearly identifying the main conclusions and recommendations, for inclusion in the main report.

Task 3: Development of a socialization framework for health sector to 2020 in HCMC and design of pilot projects

- (i) On the basis of the tasks 1 and 2 and the workshop findings develop a detail socialization framework for health sector in HCMC, including:
- A socialization framework for health to 2020 and recommendations for fostering non-state investment in this sector.
 - Identification and preparation of pilot socialization projects
 - A capacity development programme for state and non-state actors.
- (j) Present the draft report to a PMU and DOH roundtable and adjust on the basis of discussion and feedback.

4. Duration for execution

It is anticipated that the consulting assignment will be carried out over 5 months and will commence in quarter 3, 2009.

5. Consulting outputs

- (a) **Inception Report:** clarifying how the assignment will be undertaken. This should be delivered within 10 working days from the commencement of the assignment.

- (b) **Report on Socialization Measures in health sector in HCMC:** appropriately structured report (including an executive summary and relevant annexes) anticipated to include:
- The method adopted (including all survey materials in annex form)
 - A comparative overview of the socialization measures currently underway (Task 1)
 - Detailed sections on each of case studies
 - Identification of gaps and constraints, and capacity development needs, in the scaling-up of socialization initiatives.
 - Recommendations on the way forward.
- (c) A report on socialization framework for health sector in HCMC to 2020
- (d) Socialization pilot projects and implementation plan
- (e) Capacity development plan for state and non-state actors

All outputs will be submitted to the PMU National Project Manager (NPM) in both English and Vietnamese. The main report should be submitted in printed form in Vietnamese (five copies) and English (two copies). Consultants are also requested to provide a CD or data stick containing all files in both languages in MS Office 2003.

6. Required inputs

This bid is expected to be awarded to a local or international consulting firm (company, research centers, institutes, ...), which is competent with relevant expertise to perform the assignment in these TORs. The consulting team for this assignment should include at least an international consultant (approx. 45 man.days) and about 5 national consultants (approx. 250 man.days).

The bidder has to appoint a consultant as the Team Leader, who is responsible for the organisation and coordination of the team, guiding the work, the entire scope of work and submission of quality assured outputs. Other members are responsible for working under the direction and guidance of the Team Leader, providing support in the collection of information and documents (and translation where necessary), facilitating and interpreting as appropriate, and providing inputs as requested to the inception, workshop and final reports. At least an international consultant should be involved to be in charge of development of methodology, approach and implementation plan, tools for assessment and analysis, as well as development of report outline, contributing to draft and final reports.

It is up to the bidder to decide the number of team members based on the quantity, scope and duration of assignment required. The international consultant can be the team leader/deputy team leader or member depending on his assignment in the team. In case the team leader is an international consultant, a local consultant should be appointed as Deputy Team Leader (DTL), who will act as the focal point in HCMC and coordinate the activities of the team when the Team Leader is not present in HCMC.

7. Professional requirements

Team Leader/ Deputy Team Leader

- Higher Degree (or experience equivalent) in a relevant field such as development economics, public/ health management, business administration, law, etc.

- At least 10 years professional experience in an urban development setting; for international consultant, preferably having considerable experience of working in transitional countries and cities) and experience of Vietnam would be highly desirable.
- Proven expertise in public-private partnership development and implementation (covering public service delivery and/or infrastructure provision).
- Sound knowledge of international models and good practice in public private partnerships.
- Proven experience in formative evaluations and lesson learning analysis.
- Excellent analytical skills and ability to communicate findings accurately and concisely through report writing.
- Experience of the design and facilitation of workshops and focused discussion sessions.
- Demonstrated ability to work with a broad range of partners and resource persons of diverse backgrounds and experience in leading and motivating teams
- Fluency in verbal and written English, and highly developed inter-cultural communication and negotiation skills. For international, knowing Vietnamese will be an advantage.

Team members

- Higher Degree (or experience equivalent) in a relevant field such as public/health management, business administration, development economics, law, etc.
- At least 5-7 years professional experience in an urban development setting in Vietnam, with knowledge and experience of working with government institutions and other stakeholders in the Vietnam urban context. For international consultant, preferably having considerable experience of working in transitional countries and cities) and experience of Vietnam would be highly desirable
- Proven expertise in public-private partnership development and implementation in one or more of the four focus areas: public service delivery (which covers the sub-focus areas of environmental services, education and health) and infrastructure provision.
- Proven experience in evaluation and lesson learning analysis.
- Strong analytical skills and ability to communicate findings accurately and concisely through report writing.
- Demonstrated ability to work with a broad range of partners and resource persons of diverse backgrounds, and demonstrated ability to facilitate meetings.
- For national consultants: good spoken and written English, with sound skills in interpretation and written translation. For international, knowing Vietnamese will be an advantage.

8. Working arrangements

The consultancy team will be working closely with the PMU and the Department of Health (DOH), a key Project Partner.

The PMU will be the focal point for the mission and will be responsible for facilitating the team in organising meetings, information sharing and coordination with relevant agencies as needed via an independent local consultant deployed by the Project.

DOH will form a small Task Force group made up of relevant stakeholders that will assist in steering the work of the consultants and reviewing the findings, draft and final reports. Besides, independent consultant(s) will also be deployed by the Project to provide comments on the main outputs of the consultancy team.

9. Available documents

Support to PAR in HCMC 2007-2011, Detailed Project Outline, UNDP (undated, 2007). To download a full project document please click on the following link:
www.undp.org.vn/undpLive/System/What-We-Do/Focus-Areas/Democratic-Governance
or contact PMU at parHCMC.vn@undppartners.org

Dear Sir / Madam,

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of.....
(please attach copy of document(s) certifying legal status of your company/institution)

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 Section D paragraph 14 (b) of the Instruction to Offerors.

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

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The Project 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: Request for Proposals for Services					
Description of Activity/Item		Number of Staff	Men Month	Rate US\$	Estimated Amount
1.	Remuneration				
1.1	Services in Home office				
1.2	Services in Field				
2.	Out of Pocket Expenses				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				



Model Contract for Professional Consulting Services between the Project and a Company or other entity¹

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.

Date _____

Dear Sir/Madam,

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

The Project "Support to Public Administration Reform in Ho Chi Minh City, 2008-2011" (hereinafter referred to as "Project"), 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 I. 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 the Project 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 II;
 - 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.
- 1.3 All the above shall form the Contract between the Contractor and the Project, 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 If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to the Project. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

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]**, the Project.

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 the Project 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 the Project 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

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, the Project shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

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 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.

- 3.3 Payments effected by the Project to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by the Project 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>MILESTONE⁴</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES].⁵**

3.6 Progress and final payments shall be effected by the Project to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by the Project. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions⁶

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of the Project'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 If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

⁵ This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

⁶ 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.

4.1.2 The Project 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 the Project's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by the Project shall be subject to a post-payment audit by auditors, whether internal or external, of the or the authorized agents of the Project 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 Project shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Project other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by the Project have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, the Project 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, the Project 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 the Project 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 the Project 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 Project 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 Project 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.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.⁷

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (...)

⁷ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.⁸

- 4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.⁹

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 the Project.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by the Project. The Project 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]**

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 This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

⁹ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

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] the Project.

9. Notifications

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

For the Project:

_____ **[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: _____

