

REQUEST FOR PROPOSALS

Procuring entity: **World Wild Fund for Nature – Viet Nam
(WWF-Viet Nam)**

Project's name: **Voices for Diversity – Safeguarding
Ecosystems for Nature and People (VfD)**

Name of Package: **Conducting a baseline assessment on illegal
wildlife trade and consumption in Vietnam to empower local
communities and social organizations to raise their voices against
IWT**

Bid reference number: **Ref 32.21**

Submission deadline: **5:00 PM, 23 February 2021 (Hanoi time)**

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A. TERMS OF REFERENCE

Assignment: Conducting a baseline assessment on illegal wildlife trade and consumption in Vietnam to empower local communities and social organizations to raise their voices against IWT

Project: Voices for Diversity – Safeguarding Ecosystems for Nature and People (VfD)

Type of contract: Consultancy service

Supervised by: Project Manager, WWF-Viet Nam

Language: English and Vietnamese

Date: February 2021

1. Background

Vietnam is a highly biodiverse country with tens of thousands of species of fauna and flora living both on land and in water. In recent years, the country has suffered enormous biodiversity losses followed by a sharp decline in numbers of species and populations of wild species. Due to Vietnam's favorable location as a gateway for trading activities in Asia, the country has become a transit and destination hub for illegal wildlife products as well as a significant domestic source.

Widespread illegal hunting and snaring and subsequent illegal wildlife trade (IWT) is a major and widespread threat to a wide range of wildlife species in Viet Nam. The central drivers of these threats to wildlife are a complex interaction between an increasing human population and increased wealth and disposable income. Demand for threatened wildlife species for food, medicine, pets, decorations, social status enhancement and gifting is still high, driving illegal trade in endangered, precious, and rare species. In Vietnam, the legal and regulatory framework on biodiversity conservation, and on wild species conservation in particular, is not consistent. Additionally, the role and integration of indigenous people and local communities (IPLCs) and civil social organizations (CSOs) in environmental governance processes and decision-making is not fully appreciated. Urban demand for wildlife has an enormous impact on local communities, especially vulnerable ones, who are potentially drawn into illegal activities to supply the market and impacted by the depletion of important livelihoods (e.g. ecotourism opportunity), while often being excluded from the benefits of conservation.

To support the fight against illicit trade and consumption of wildlife, and to safeguard ecosystems diversity, WWF-Viet Nam has implemented different initiatives to address both demand and supply sides of national and international markets over recent decades. The supply side interventions include extensive work in the protected area system aimed at addressing illegal poaching and snaring, strengthening wildlife enforcement capacity, species research and information sharing. On the demand side, priority has been given to change consumers behavior, particularly focusing on the general public, tourists, successful business people and businesses that work in the areas of personal well-being, to reduce market demand for threatened wildlife and its derivatives.

In 2020, through the support of the Swedish International Development Agency (Sida), WWF-Viet Nam began implementing the project, *Voices for Diversity - Safeguarding Ecosystems for Nature and People* (VfD). The purpose of the project is to employ a comprehensive rights-based and gender approach to measurably reduce illegal wildlife trade and consumption as one of key drivers for overexploitation of species. The project aims to: (1) empower CSOs and IPLCs to undertake effective advocacy for the inclusive conservation of biodiversity through capacity building and raising awareness; (2) promote good governance, raising awareness and social responsibility of government agencies to combat and deter IWT with increased accountability and responsiveness.

Since IWT is a complex and continuously evolving threat for biodiversity conservation, solutions need innovative thinking from both demand and supply perspectives. Policy makers and practitioners are generally committed to evidence-based decision making. Hence, we aim to make IWT policy more effective by supporting decision making with a strong evidence base.

2. Objectives

Overall objective

The baseline assessment will help inform WWF-Viet Nam of the current situation of illegal wildlife trade and wildlife consumption in Viet Nam; loopholes, inconsistency and overlaps in legislation surrounding illegal wildlife trade and wildlife consumption, existing consumption habits and new consumption trend of wildlife and wildlife products in the contextual changes as result of the COVID-19 pandemic. The assessment aims to suggest a bottom-top collective action between the government and local organizations to address the illegal wildlife trade and consumption and opportunities that communities may be able to hold their local authorities to account. The approach will center around the promotion of the inclusion and integration of community institutions including CSOs, community-based organizations such as community forest management (CFM), forest guards (FG) in the authorities' environmental governance and decision-making processes at local and national levels.

Specific objectives

The assessment are to answer the following research questions:

1. What is the current situation of illegal wildlife trade and wildlife consumption in Viet Nam with particular focus on terrestrial animals sourced domestically and internationally?
2. What are the key gaps, and opportunities to close loopholes and inconsistencies in the legal framework surrounding wildlife consumption with inclusion of voices and roles of local organizations such as CSOs and CBOs, particularly through policy and advocacy effort?
3. What are the key sociological divers such as rural poverty, unemployment that may influence illicit trade and consumption in wildlife sourced domestically in contextual changes as result of COVID-19?
4. What are the existing consumption habits and new consumption trends of wildlife and wildlife products including the contextual changes as result of the COVID-19 pandemic?
5. How are education and communication on the ecological importance of biodiversity at provincial and commune level expected to promote understanding and inclusion of local communities in holding their local authorities to account?
6. What may be the most effective urgent measures for a collective action between the government and local organizations to confront IWT from the grassroots level?

3. Scope of works

The Consulting organization will assign a team leader (senior expert) who is in charge of overall consultancy management and responsible for the entire assignment. The team leader will provide overall direction, assessment methodology, analysis and quality assurance. He/she will also work as dedicated point of contact who regularly provides updates on the consultancy progress on bi-weekly basis.

The Consulting organization will carry out and deliver the following activities and services:

Situational analysis:

- (1) Summarize the current situation of illegal wildlife trade and wildlife consumption in Viet Nam including a particular focus on wild terrestrial animals sourced domestically and internationally.
- (2) Review and identify legal loopholes, overlap and inconsistencies surrounding illegal wildlife trade and wildlife consumption legislation in Viet Nam based on an analysis of the existing wildlife associated legal framework;

IWT and solutions:

- (3) Assess the perception and knowledge gaps of local community organizations and groups such as CSOs, CBOs on the biological importance of biodiversity and negative impacts of illegal wildlife trade and wildlife consumption that can be improved to confront IWT at the grassroots level;
- (4) Identify the existing consumption habits and new consumption trend of wildlife and wildlife products in research provinces (*see the list below*) and the contextual changes as result of the COVID-19 pandemic.

- (5) Propose a list of recommendations for a collective action approach to effectively combat IWT and wildlife consumption in Viet Nam, including success stories and good practices in regard of policy planning and development with community/public participation, public awareness and social behavior change communication initiatives of at least three countries that have similar levels of development and issues surrounding IWT;

Engagement:

- (6) Engage with the National Assembly's Committee on Science, Technology and Environment, Provincial People's Councils and Provincial Office of National Assembly members of Thua Thien Hue and Quang Nam and at least five National Assembly members to provide technical inputs and support the project;
- (7) In collaboration with the VfD Project Team, jointly prepare and organize consultation meetings with key stakeholders and partners to finalise the report, where the consultant will prepare and present key findings and conclusions of the assessment;
- (8) Prepare a technical document defining assessment methods used, key findings and recommendations and present these results in different events (consultation workshops/dialogues, meetings).

The Assessment should focus its site works in seven provinces as below:

- North: Hanoi, Thanh Hoa province
- Central: Thua Thien Hue and Quang Nam and Quang Tri provinces
- South and Central Highlands: Ho Chi Minh city, Long An province

The Consulting organization will develop and submit a final report (in both English and Vietnamese) that will identify knowledge gaps and potential priority areas to focus on in the fight against IWT in Viet Nam. The report should be structured to answer key research questions.

Methods:

The Consulting organization will be expected to submit a detailed assessment plan proposing innovative, cost-effective and efficient scientific research methods, comprehensive sampling method and tools to undertake this work. The project team will work with the consultant to (re)define the assessment plan and methods presented by the Consultant, but we recommend that as a baseline, the consultant should present a mixed-method approach consistent of:

- Desk-based review of existing IWT literature and grey literature to collect needed qualitative and quantitative data on current state of IWT and wildlife consumption in Viet Nam, legal review and loopholes, and success stories and international good practices as clarified above.
- Focus Group Discussion (FGD), Key Informant Interviews (KII) or other tools to collect qualitative data which help identify knowledge and awareness of target audience groups including CSOs, CBOs and other local organizations in research sites and the existing consumption habits and new consumption trend of wildlife and wildlife products in the context of COVID-19;
- Relevant consultation meetings, in close collaboration with the project team, to validate the survey data and report.

The Consulting organization should also ensure to integrate a contingency survey plan in case of travel restrictions to target sites, where survey work could be possibly conducted online, due to the new outbreak of Covid-19. Such contingency plan should be stated clearly its approach and methods to carry out and collect data.

4. Deliverables & Schedule

The Consulting organization is required to ensure timely delivery and completion of activities in strict compliance to the Assessment and WWF-Viet Nam guidelines as per the deliverables and schedules table below.

The duration of the assessment is estimated at 150 man-days, starting from the contract signing date: February 2021 to end of May 2021.

No	Deliverables	Language	Due date	Assigned expert
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1	<ul style="list-style-type: none"> - Detailed assessment plan, including <ul style="list-style-type: none"> • Research team with clear scope of assignments and roles; • Proposed qualitative and quantitative research methods and tools, sampling methods, list of identified CSOs and IPLCs to engage/consult with??, data collection tools and sources, analysis focus; • Detailed timeline and milestones. • A contingency plan - Report structure and table of content for WWF-Viet Nam's approval prior to the compilation of final report 	English	10 days after the contract signing date	
2	<ul style="list-style-type: none"> - Preliminary report, including: <ul style="list-style-type: none"> • The current situation of illegal wildlife trade and wildlife consumption in Viet Nam with highlights on emerging wildlife associated issues; • Legal loopholes surrounding illegal wildlife trade and wildlife consumption legislation in Viet Nam; • Evidence of engagement and consultation with the National Assembly's Committee on Science, Technology and Environment, Ministry of Natural Resource and Environment. Provincial People's Councils and Provincial Office of National Assembly members of Thua Thien Hue and Quang Nam. • Evidence of engagement and consultation with at least five National Assembly's members to support the Assessment. 	English and Vietnamese	March 2021	
3	<p>Final report which covers and addresses all activities and services as per the scope of work. And,</p> <ul style="list-style-type: none"> • A technical document summarising the research methods, key findings/take-aways and recommendations as a baseline to present it in different events (consultation workshops/dialogues, meetings) • A PowerPoint presentation at national dissemination workshop. 	English and Vietnamese	End of May 2021	

5. Qualifications

The Consulting organization should have mandate regarding biodiversity conservation and legally registered to operate in Viet Nam.

Team leader

- At least 15 years of technical experience in conservation in Viet Nam and at least 5 recent years actively involved in illegal wildlife trade and counter wildlife trafficking efforts in Viet Nam (required);
- Advanced skills and experience conducting social surveys and research in the area of IWT, including a strong track record on research design and implementation;
- Strong partnership and engagement with wide range of government stakeholders (desirable);

- Proven experience in consolidating interview findings and literature reviews into comprehensive and actionable reports;
- Fluent in Vietnamese
- Excellent writing and spoken English skills (required)

Team members

- Expertise in the area of wildlife conservation in Viet Nam with at least 10 years of technical experience;
- Expertise in legal and policy works with at least 5 years of experience;
- Experience in conducting demand reduction project/programs with focus on combating illegal wildlife trade;
- Experience in field surveys of wildlife hunting and trading;
- In-depth knowledge of environmental conventions, regional and national laws and commitments related to wildlife crime, especially CITES;
- General knowledge of the Government of Viet Nam's environmental priorities, policies, and procedures;
- Experience in workshop facilitation and design, on both physical and virtual platforms;
- Fluency in Vietnamese;
- Strong writing and spoken English skills are required.

6. Working Relationships

Internal

The team leader will report to the Project Manager (VfD project) of WWF-Vietnam and will work with other WWF VfD project team members as relevant to ensure quality of technical outputs.

External

Work with all partners and stakeholders, especially National Assembly, Government authorities at provincial, district and commune levels, MONRE, CSOs and CBOs and local communities, and national/international experts.

7. Application Instructions:

Qualified and interested candidates are hereby invited to send WWF-Viet Nam your proposals (either as a team or individually). The submitted proposals should contain the following:

- A technical proposal with: (1) A Letter of Interest signed by authorized team leader or authorized representative of the firm, (2) Proposed methodology, timeline, staff mobilization for the assignment; (3) Curriculum vitae(s) of the expert(s) dedicated to the work as well as contact details (email and telephone number), including relevant qualification, education and experiences.
- A financial proposal indicating the total bid value, including tax and a breakdown of costs by remuneration by input man-days per expert(s) and out of pocket expenses (if any).

A soft copy of the application should be sent to WWF – Vietnam's designated mail box at procurement@wwf.org.vn. Your e-mail must have the subject heading indicating "Tender Ref 32.21 [name of company/consultant] – Proposal for Baseline Assessment on IWT".

Deadline for applications is **23 February 2021**.

Only selected candidate(s) will be contacted about the outcome of their tender.

8. WWF's Mission and Values

WWF's Mission is to stop the degradation of the planet's natural environment and to build a future in which humans live in harmony with nature, by:

- *Conserving the world's biological diversity*
- *Ensuring that using renewable natural resources is sustainable*



Voices
for
Diversity

- *Reducing pollution and wasteful consumption.*

It is also part of every staff member's terms of reference to embody WWF's **values**, which are:
Passionate & Optimistic, Challenging & Inspiring, Credible & Accountable, Persevering & Delivering
Results.

B. INSTRUCTIONS TO CONSULTANTS

I. SELECTION CRITERIA AND SCORING

I.1 Technical proposal evaluation

Technical Proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified below. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of Terms of Reference or if it fails to achieve the minimum technical score of 70 points.

Criteria, sub-criteria, and point system for the evaluation are:

Criteria	Scores
A. Technical criteria	
1. CONSULTANT'S GENERAL QUALIFICATION AND EXPERIENCE IN SIMILAR ASSIGNMENT	10
2. ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE	45
- APPROACH AND METHODOLOGY	25
- WORK PLAN/IMPLEMENTATION SCHEDULE	10
- TEAM MOBILIZATION AND ORGANIZATION	10
3. KEY PROFESSIONAL STAFF QUALIFICATIONS AND COMPETENCE FOR THE ASSIGNMENT (As according to TOR in Section A. Consultant shall decide and propose suitable number of professional team members)	45
- Team Leader	20
- Team Members	25
TOTAL TECHNICAL POINTS	100

The minimum technical score (St) required to pass is: 70 points.

I.2 Financial Proposal Evaluation

The Consultant is deemed to have included all prices in the Financial Proposal and therefore no price adjustments shall be made for the purpose of evaluation. The total price, net of taxes shall be considered as the offered price

Quality and Cost-Based Selection

The weights given to the Technical (T) and Financial (F) Proposals are as follows:

WT = 70 %, and

WF = 30 %

The weighted technical score is calculated as follows:

$PT = WT * T$, with

PT = weighted technical score (points) of a technical Proposal,

T = technical score (points) as per technical evaluation,

WT = weight of the technical Proposal (in percent)

The weighted financial score is calculated as follows

$PF = WF * Co/C$, with

PF = financial score (points) of a financial Proposal,

C = evaluated price of the financial Proposal,

Co = lowest evaluated price of all financial Proposals.

The overall score is calculated as:

$P = PF + PT$.

II. CURRENCY

Interested consultants should use Vietnamese Dong (VND) for cost incurred in Viet Nam and foreign currencies for cost incurred outside of Viet Nam.

The single currency for price conversions is: Vietnamese Dong

The source of official foreign exchange rate is internal Foreign exchange rate of WWF.

The date of exchange rates is: The deadline date for Proposal submission.

III. LANGUAGE

Proposals shall be submitted in the following language: English and Vietnamese

IV. TAXES

The Consultants shall familiarize themselves with the current regulations and laws of the Government of Viet Nam on consulting firms and individuals' taxes that may be applicable under this assignment.

Amounts payable by the Purchaser to the Consultant under the contract to be subject to local taxation

V. VALIDITY PERIOD OF PROPOSAL

90 days since bid submission deadline date.

VI. PROPOSALS SUBMISSION

The proposals shall be submitted in one outer sealed envelope containing two separate sealed envelopes, one envelope containing the Technical Proposal and one envelope containing the Financial Proposal. The outer envelope shall be clearly marked "**Proposal for Tender Ref 32.21 "Baseline Assessment on IWT" - DO NOT OPEN BEFORE SUBMISSION DEADLINE**". The two sealed inner envelopes shall be marked "Technical Proposal" and "Financial Proposal" respectively. The sealed envelope shall be addressed to WWF-Viet Nam at the following address: No.6, Lane 18, Nguyen Co Thach street, Nam Tu Liem district, Hanoi, Viet Nam.

Alternatively, bidders are allowed to submit their proposal by email. Bidders who intend to submit electronic proposals must follow the following submission instructions:

- Bidders can submit a proposal by email. The proposal shall be separated in two files: one for technical proposal and one for financial proposal.
- The file for the financial proposal shall be protected by a password which shall be kept with the bidders. If the company passed the technical requirement threshold, WWF-Viet Nam would then request the password to open the financial proposal file. However, if the company loses the password or in case the file could not be opened WWF-Viet Nam would not assume responsibility.
- The electronic file shall be in the form of MS word or MS excel or PDF.
- Please send the electronic proposal to WWF – Vietnam's designated mail box at procurement@wwf.org.vn . Your e-mail must have the subject heading as **"Tender Ref 32.21 [name of company/consultant] – Proposal for Baseline Assessment on IWT"**.
- Please be aware that bids or proposals emailed to WWF-Viet Nam will be rejected if they are received after the deadline for bid submission. As an email may take some time to arrive after it is sent, especially if it contains a lot of information, we advise all bidders to send email submissions well before the deadline.
- The maximum size per email that WWF-Viet Nam can receive is **25MB**.
- **Deadline for submission is 5:00 PM , 23 February 2021, Hanoi time.**

VII. PROPOSAL TEMPLATES

Please use below indicative templates to structure the proposal,

Form-1 – BID SUBMISSION

PROPOSAL **For [name of the package]**

TO: WWF-Viet Nam
No.6, Lane 18 Nguyen Co Thach Str.,
Nam Tu Liem Dist., Hanoi
procurement@wwf.org.vn

(date)

Dear Sirs/Madams,

Having carefully examined the TOR/ Request for Proposals for the aforementioned assignment, we, the undersigned, would like to submit our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We agree to abide by this Proposal for the period of 90 days from the date fixed by WWF-Viet Nam for the submission deadline specified in the aforementioned Request for Proposals (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

We remain,

Signature and seal :in the capacity of.....

Duly authorized to sign tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)

Form-2 – CONSULTANT’S ORGANIZATION AND EXPERIENCE (for Firm Consultant)

A - Consultant’s Organization

[Provide here a brief (maximum one pages) description of the background and organization of the Consultant (including associate firms) and, if applicable, Sub-Consultant and each joint venture partner for this assignment.] . Consultant can fill in the following form:

Name of Company: <i>[Insert Bidder’s legal name]</i>
In case of Joint Venture (JV), legal name of each member: <i>[Insert legal name of each member in JV]</i>
Country of registration: <i>[Insert actual or intended country of registration]</i>
Year of registration: <i>[Insert Bidder’s year of registration]</i>
Address in country of registration: <i>[Insert Bidder’s legal address in country of registration]</i>
Authorized Representative Information Name: <i>[Insert Authorized Representative’s name]</i> Address: <i>[Insert Authorized Representative’s address]</i> Telephone/Fax numbers: <i>[Insert Authorized Representative’s telephone/fax numbers]</i> E-mail address: <i>[Insert Authorized Representative’s email address]</i>
1. Attached are copies of original documents of <i>[Check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or documents of registration of the legal entity named above; <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

B - Consultant's Experience

*Using the format below, provide information on each assignment for which your firm, and each associated firm or joint venture partner or Sub-Consultant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association or joint venture or as a Sub-Consultant, **for carrying out consulting services similar to the ones requested under this assignment.***

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment

Form-3 – DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN TO PERFORM THE ASSIGNMENT

You are suggested to present your Technical Proposal (maximum 5 pages) divided into the followings:

- a) *Understanding and interpretation of the TOR,*
- b) *Technical Approach and Methodology,*
- c) *Work Plan, and*
- d) *Team organization and Personnel.*

a) Understanding and interpretation of the TOR: You should explain your understanding of the TOR especially objectives, timeline and mandate of the assignment, approach to the services and outputs.

b) Technical Approach and Methodology. You should explain your approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

c) Work Plan. You should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and proposed delivery dates of the reports. Please use the timeline in the TOR as a reference. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form -7.

d) Team Organization and Personnel. You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or lead consultant in an association. It is suggested that the core researching team should include one team leader,

Form-4 – TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

Name in full/Citizen-ship	Area of Expertise	Position/Task Assigned	Education / Degree (Year / Institution)	No. of years of relevant experience

Form-5 – CURRICULUM VITAE (VC) FOR PROPOSED KEY EXPERTS

1. **Proposed Position** (*only one candidate shall be nominated for each position*): _____

2. **Name of Expert** (*Insert full name*): _____

4. **Date of Birth**: _____ **Citizenship**: _____

5. **Education** (*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*): _____

6. **Membership in Professional Associations**: _____

7. **Other Trainings** (*Indicate significant training since degrees*) _____

8. **Countries of Work Experience**: (*List countries where expert has worked in the last ten years*):

9. Languages (*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*):

10. Relevant Professional Record

(Describe work undertaken that best illustrates capability and experience to handle the Tasks Assigned)

From (Year): _____ To (Year): _____

Employer: _____

Positions held: _____

11. Relevant Reseaches, Publications

(List and Describe reseaches and publications that best illustrates capability and experience to handle the Tasks Assigned)

Form-6 – STATEMENT OF AVAILABILITY (mandatory)

To: WWF-Viet Nam
Procurement Office

Date: _____
Ref. No.: _____

Dear Sir/Madam,

Subject: *[insert name and number of bid]*

Statement of Availability

I (We), the undersigned

State that the proposed named expert(s) listed below is/are available to carry out the services relating to the Request for Proposal mentioned above as from, for the period initially envisaged in the proposal submitted.

No	Expert's Name	Title/Position	Duration
1			
2			
3			
...			



N°	Name of Expert /Position	Professional Expert input (in the form of a bar chart) ²													Total input (week)			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ₃	Total	
1		[Home]																
		[Field]																
2																		
3																		
N																		
											Total							

I (We) understand that failure to make the named expert(s) listed above available for the performance of the services may lead to the cancellation of the Contract if the justification provided for the personnel change is not accepted by WWF Viet Nam in advance

Signature and stamp: _____

Name on behalf of the Bidder: _____

Title: _____

Date: _____

Form-7 – WORK SCHEDULE

[illegible]

Form-8 – FINANCIAL PROPOSAL SUBMISSION

[Location, Date]

TO: Procurement Unit
WWF-Viet Nam
No.6, Lane 18 Nguyen Co Thach Str.,
Nam Tu Liem Dist., Hanoi
Email: procurement@wwf.org.vn

Dear Sirs/Madams,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your TOR/Invitation to Bid dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of *[Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures]*, *[Insert "including"]* of all indirect local taxes. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,

Yours sincerely,

Signature and seal :in the capacity of.....

Duly authorized to sign tenders for and on behalf of.....

.....

(IN BLOCK CAPITALS)

Form-9– FINANCIAL PROPOSAL – COST BREAKDOWN

Detailed Cost Calculation for Package

1. Remuneration	Unit	Quantiy	Unit Rate	Amount
1.1 Team Leader		...		
1.2 Expert 1		...		
1.3 Expert 2		...		
..				
Sub-total				
2. Allowance, Accommodation, Complementary Travel Costs				
2.1 Allowance, accommodation - Long-term staff		...		
2.2 Allowance, accommodation - Short-term staff		...		
...				
Sub-total				
3.Travel & Transport Cost				
3.1 Vehicle lease/rent		...		
3.2 Other local transport (short-term, peak)		...		
3.3 Flights		...		
...				
Sub-total				
4. Reports and Documents				
4.1 ... (Type of reports/documents to be stated)		...		
4.2		
Sub-total				
...				
Total				
Local taxes				
Grand – Total				

C. FORM OF CONSULTING SERVICE AGREEMENT

(Project code: xxxxxxxx-xxxxxx)

Agreement no. xxxx

Subject matter of the Agreement:

.....
.....

- Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015;
- Pursuant to the requirements and capabilities of both parties.

Today, on [date] [month] [year], we include:

Service beneficiary: WORLDWIDE FUND FOR NATURE, REPRESENTATIVE OFFICE IN VIET NAM
Address: No. 6, Lane 18 Nguyen Co Thach street, Cau Dien ward, Nam Tu Liem district, Hanoi, Viet Nam
Telephone: 84 24 37193049
Representative: xxxxxxxxxxxxxxxx
Position: xxxxxxxxxxxxxxxx

And xxxxxxxxxxxxxxxx
Position: xxxxxxxxxxxxxxxx

Hereinafter referred to as **"Party A"** or **"WWF-Viet Nam"**

And

Service Consultant: XXXXXXXXXXXXXXXX
ID Card/Passport No.: xxxxxxxxxxxx
Date of issuance: DD/MM/YYYY
Place of issuance: xxxxxxxx
Address of residence: xxxxxxxxxxxxxxxxxxxxxxxxxxxx
Personal Income Tax code: xxxxxxxxxxxx
Bank Account Info.: xxxxxxxxxxxxxxxxx at xxxxxxxx – Branch: xxxxxx and Swift/ IBAN/ Sort code: xxxxxxxx

Hereinafter referred to as **"Party B"**

Both parties agree on the content of and to enter into the Consulting Service Agreement with the following contents:

Article 1. Terms used in the Agreement

In the Agreement, Party A and Party B agree on the definitions of the following terms:

- 1.1. The term "Works" means the whole work described in Appendix A, which forms part of the Agreement;
- 1.2. The term "Agreement" is understood as the service agreement number xxxxx dated [date] [month] [year];
- 1.3. The Appendices enclosed are an integral part of the Agreement;
- 1.4. The term "Parties" or "two Parties" means Party A and Party B in the Agreement.

Article 2. Scope of service

2.1. Party A hires Party B, and Party B agrees to perform the Works in accordance with the Terms of Reference (Appendix A attached hereto) (ToR) during the Agreement term and in accordance with the Agreement as well as the Appendices;

Party B is an independent consultant, and is not engaged in any employment, partnership, joint venture or agency agreement in any form with WWF-Viet Nam or any other WWF office.

Party B has no authority to create any obligation, directly or indirectly, on behalf of WWF-Viet Nam or any other WWF organization.

Party B is not allowed to represent WWF-Viet Nam in any form unless otherwise authorized by WWF-Viet Nam in writing.

Party B will not assign or delegate the performance of his obligations under this agreement without written consent of WWF-Viet Nam.

2.2. The works are determined, completed and received upon fulfilment of the following conditions:

- Party B meets the "Output" requirements for each item listed in Appendix A of this Agreement;
- Party B sends to WWF-Viet Nam all (certified) printed copies and originals of documents related to the performance of the Works.

2.3 WWF-Viet Nam Project Supervisor and Project Finance Analyst: WWF-Viet Nam appoints [name of WWF-Viet Nam staff member or otherwise, position, email] as the Project Supervisor and [name of Project Finance Analyst, position, email] as the Project Finance Analyst under this Agreement.

Article 3. Service fee and calculation of service fee

3.1. The total amount to be charged for the works is specified by Article 2.1, which is: **VND (in words:)** (hereinafter referred to as "total service fee"). Service fee is specified in Appendix B. This amount includes taxes, fees and other expenses (if any).

Pursuant to Circular 111/2013 / TT-BCT dated August 15, 2013 by the Ministry of Finance guiding the implementation of Decree 62/2013 / ND-CP: From October 1, 2013, WWF-Viet Nam deducts 10% of PIT from consultancy service fee of resident consultants and 20% for non-resident consultants. The consultant is responsible for tax declaration with the local tax authority. Prior to the signing of this Agreement, the resident consultants should provide WWF-Viet Nam with their PIT codes; non-resident consultants provide copies of their passports and visas.

Payments will be made by bank transfer to bank account of the consultant. WWF-Viet Nam will bear the cost of bank transfers for payment transactions. Other fees that are charged by the beneficiary bank, the intermediary bank (if any) will be paid by the consultant.

Other expenses related to travel, accommodation and travel expenses (if incurred) will be paid based on actual cost reports of travel proposals approved by WWF-Viet Nam.

3.2. In case Party B unilaterally terminates the agreement in accordance with Article 8.3, the service fee payable by Party A to Party B shall be determined in accordance with the agreement between Party A and Party B at the time of termination and the provisions of Article 2.2, Article 3.1, Article 3.2, and Article 4 of the Agreement shall not apply.

Article 4. Payment of Services fee

4.1. Services fee payment are made in accordance with the agreement and based on actual works carried out by Party B, actual results of these works, the related timekeeping reports, which are accepted by the authorized person (Mr./Ms. – Position – Email:). In particular:

- First instalment: upon satisfactory completion of in the works reference table (Appendix A)
- Second instalment: upon satisfactory completion of in the works reference table (Appendix A)
- Third instalment: upon satisfactory completion of in the works reference table (Appendix A)

.....

4.2. Service fee payment which is paid by Party A to Party B is the final calculation in accordance with Article 3 of this Agreement;

Article 5. Breach penalty – [Not applicable]

5.1 In case Party B fails to complete the Works stipulated in Article 2.2 of the Agreement or Party B unilaterally terminates the Agreement in accordance with Article 8.3, Party B shall be responsible to pay Party A a breach penalty, which is: (In words: ...).

5.2. The deadline for breach penalty payment under Article 5.1 of the Agreement is: ... since

5.3. All late payments for penalty made by Party B for Party A, based on the deadlines specified in Article 5.2, shall be charged an interest of 0.05% per day.

Article 6. Rights and obligations of Party A

6.1. Requesting Party B to carry out the Works as stipulated in the Agreement and the Appendices;

6.2. Accepting performance results of Party B's works as stipulated in the Agreement and the Appendices;

WWF-Viet Nam appoints Mr./Ms. – Position/Email: to evaluate and accept results of the works as agreed between the parties;

6.3. Unilaterally terminating the agreement in accordance with Article 8.3;

6.4. Making service fee payment to Party B according to Article 3 and Article 4 of the Agreement;

6.5. Providing necessary information and content related to the works in suitable forms to support Party B in performing the works stipulated in the Agreement and the Appendices.

Article 7. Rights and obligations of Party B

7.1. Requesting Party A to pay the service fees as stipulated in Article 3 and Article 4 of the Agreement;

7.2. Receiving necessary information and documents for the performance of the works stipulated in this Agreement and the Appendices. In case additional information is required for the performance of the works, Party B may request Party A to provide relevant information and documents;

7.3. Unilaterally terminating the agreement in accordance with Article 8.3;

7.4. Performing the works stipulated in this Agreement and the Appendices, meeting the standards of health, professional qualifications, ethics and legal status to ensure legal rights for Party A;

7.5. Making compensation for all losses of Party A in case of lost, damage of provided documents and means or disclosure of confidential information.

7.6 Party B hereby irrevocably transfers and assigns to WWF-Viet Nam all rights, title, and interest, in WWF-Viet Nam's country and throughout the world, in the Works, including the copyright and patent thereof. Party B agrees to take whatever steps are necessary to assist WWF-Viet Nam in asserting and protecting such rights.

7.7 Party B shall not be entitled to use any of the Works except to the extent expressly agreed by WWF-Viet Nam in writing.

Article 8. Termination

8.1. The agreement expires upon ending of the term specified in Article 9;

8.2. The agreement may be terminated before the expiration date specified in Article 9 if it falls into one of the following cases:

- Party B completes the works as stipulated in Article 2.2 of the agreement before the expiration date;
- The parties agree in writing on early termination of the agreement;

- The agreement is unilateral terminated in accordance with Article 8.3.

8.3. Unilateral termination of the agreement

The agreement may be terminated before the expiration date specified in Article 9 in case Party A or Party B unilaterally terminate the agreement validity. The unilateral termination of the agreement shall be considered valid only when it is in accordance with the Agreement's provisions: the unilateral terminating party send a written notice to the other party at least xxx working days in advance of the intended termination date.

Article 9. Agreement Validity

9.1. The agreement term is from [date] [month] [year] to [date] [month] [year].

9.2. The agreement will terminate and automatically liquidate when Party B completes the works mentioned in Article 2 and Party A fulfills its payment obligations with Party B.

9.3. The agreement may be terminated before the expiration date specified in Article 9.1 in the circumstances specified in Article 8.2.

Article 10. Settlement of Dispute

If any dispute arises, the Parties will negotiate, communicate and seek solutions in the spirit of goodwill, cooperation and in respect of the parties' interests. In cases the Parties fail to resolve disputes with the above method, a Party or both Parties may initiate lawsuits to request competent courts to settle disputes in accordance with the laws being applied in the agreement term. All disputes will be settled at the Court of Viet Nam.

Article 11. Anti-fraud, anti-corruption clause and other clauses

Party B acknowledges that [they/he/she] has read, understood and shall commit to comply with WWF Conflict of Interest Policy; Fraud/Corruption Prevention Policy; Network standard on Child safeguarding, as well as to act in accordance with WWF International Code of Conduct which are updated in this link: https://vietnam.panda.org/en/our_news/publications/?uNewsID=364738.

This clause also covers other special conditions that are applied to conditional grants as EU, USAID and ODA.

Article 12. Implementation

12.1. Party A and Party B agree and commit to implement correctly and fully the contents of the Agreement and the Appendices;

12.2. All amendments and supplement to the Agreement shall be legally valid only when they are in writing and jointly signed by both parties;

12.3. This Agreement and the Appendices consist of [xx] pages and 12 articles, which are made in 04 (four) copies with the same contents and equal legal validity; each party keeps 02 (two) copies as implementation foundation.

12.4. Party A and Party B have read, understood and voluntarily accept all terms and conditions set forth in the Agreement and in the Appendices.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

Name of authorized person

**Name of authorized
finance staff**

Name of consultant

Position
Date:

Position
Date:

Consultant
Date:

ATTACHMENTS:

Appendix A – Terms of Reference (TOR)

Appendix B – Detailed Budget

Appendix C – Financial guidelines (where applicable)

Appendix D – Commitment to Integrity and Good conduct

Appendix A:**TERMS OF REFERENCE**

(Attached to the Service Agreement No. xxx dated [date] [month] [year] between WWF-Viet Nam and
[name of consultant])

[Copy content of approved TOR and paste here]

REPRESENTATIVE OF PARTY A**REPRESENTATIVE OF PARTY B**

Name of authorized person
Position

Name of consultant
Consultant

Appendix B:
DETAILED BUDGET

No.	Description	Quantity (day)	Gross rate (VND)	Gross total (VND)	PIT (VND)	Net total (VND)
1						
2						
3						
4						
TOTAL (VND)						

Note: Project budget line to cover expense is [project code]-[award code]-[task code].

REPRESENTATIVE OF PARTY A
REPRESENTATIVE OF PARTY B

Name of authorized person
Position

Name of consultant
Consultant

Appendix C: Financial guidelines

EXPENDITURE AND FINANCIAL REPORT GUIDELINES FOR GRANTS/AGREEMENTS/CONSULTANCY CONTRACT

I. Expenditures guideline:

1. General guideline:

All disbursement vouchers will be based upon real expenses incurred within approved budget and there must be supporting documentation including bill/invoices.

- ◆ All payment for purchase or service with a value of VND 200,000.00 and upper should be obtained a government official invoice (issued by MOF).
- ◆ Invoice must issue to:
Văn Phòng đại diện tổ chức World Wide Fund for Nature Tại Việt Nam
Số 6, Ngõ 18, Đường Nguyễn Cơ Thạch, Phường Cầu Diễn, Quận Nam Từ Liêm, Hà Nội
MST : 0102619455
- ◆ These are some exceptions case when financial invoice is not required; expense can be presented by receipt with full information of seller/buyer
 - Purchase food, raw agricultural products from farmer with no trade registration
 - Purchase and service provided by the small retail or households with no trade registration
 - Purchase and service occurred in remote area (such as islands, mountainous areas)
- ◆ All payment for purchases and services provided for the grants must be following the Vietnamese government accounting regulations.
- ◆ All purchases of a value of CHF 3,000 or over in equivalent should be followed by a procurement procedure as follows:
 - A purchase order must be prepared and signed before placing.
 - Three competitive bid quotations should be requested and attached.
 - Analyzing before a provider is selected based on cost, quality, warranty, compatibility with the needs, availability of services, etc.
- ◆ If the Grant Agreement sponsors to the grantee for construction works, the grantee should **FOLLOW** the construction procedure and regulation issued by Vietnamese Government and WWF-Viet Nam.
- ◆ When the grantee requires a consultancy/service from third party provided for the study/research under the grants there must have a sub Agreement with the grantee. The payments require a clearance of the sub Agreement. All the payment for honorarium or allowance, per diem to other parties, which occurred in the travel trip, should be obtained the signature of the recipients.

2. Regulation for Workshop and Seminar Organizing Cost

- ◆ Invitation form
- ◆ Registration form List of Participants includes their signatures, title, and organization and sign per day. Signing "on behalf" of another will not be accepted.
- ◆ Agenda of the Workshop or Seminar
- ◆ Minute
- ◆ Agreements, reports of Agreement liquidation and original invoices, receipts for hall rentals, refreshment, lunch...Please refer to the purchasing rule in above term.
- ◆ Per-diem must be in list. Each participant must sign for the per-diem and enumerate the workday schedule. No payment should be made to one person "on behalf" of another
- ◆ Hotel rental cost for participants: original invoices, list of residents with their signatures, list of rooms which enumerate the quantity of nights with confirmation of each resident. There must be Hotel authority's signature and seal at the end of each list. Hotel of 3 stars or equivalent must be used.
- ◆ Cost for Airfare: original invoices, participants' counterfoil and boarding passes are required
- ◆ Cost for other transportation: bus/train... tickets (in case of using public transportation), petrol invoices (in case of using counterpart's vehicle) are required.
- ◆ Cost for translation: Translation Agreement must be set up.

II. Financial report guideline:

The financial report should be timely submitted to WWF-Viet Nam as per deliverables stipulated in the grant agreement. The grantee should have an official written letter approved by WWF-Viet Nam for the delay of financial report submission.

The financial report submitted to WWF-Viet Nam for the grants should be following requirements as below:

- Name of the project
- Number of the grant agreement
- Full name of the grantee
- Total real expenditure incurred and total amount received from WWF-Viet Nam
- Stated exact total amount should be paid and/or returned to WWF-Viet Nam.
- All supporting documents should be numbered as in a Detailed Financial Report as below:

DETAILED FINANCIAL REPORT

Item No.	Date	Ref. No. of documents	Description for expenses	Amount
		Total		

- Detailed expenses must be compared with original budget identified in the Grant Agreements and the explanation must be provided for the different amount as per the form below:

SUMMARY FINANCIAL REPORT

Item No.	Description	Original budget	Real expenses incurred	Reference Number of supporting documents /	Difference with budget/	Explanation/ reasons
1						
2						
Total						

III. Approval requirements:

- ◆ The grantee may relocate the amounts designated for any major budget category in the approved budget upon written notification of WWF-Viet Nam, however, additional purchases of equipment, increase of the budget category in excess of 15%, use of consultants or sub-recipients not approved in the original budget, or creation of new major budget categories require prior written approval from WWF-Viet Nam.
- ◆ The main purpose of the financial report review is to determine if the grantee is complying with the requirements stipulated in the agreement. The Financial Report should be submitted to Technical Supervisor of the grant agreement for approval and verification that expenses are incurred within the project period specified in the agreement. After approval of Technical Supervisor, the financial report should be delivered to Finance Department of WWF Viet Nam for clearance of grant agreements/consulting Agreements.

Appendix D (mandatory)

COMMITMENT TO INTEGRITY AND GOOD CONDUCT

WWF commits to the highest standards of professionalism, integrity and ethics in our workplace and in our activities. As such WWF has adopted the WWF Code of Ethics (found [here](#)) and the WWF Fraud and Corruption Prevention and Investigation Policy (found [here](#)). This commitment is fundamental to creating effective, lasting and equitable solutions to today's environmental challenges. Recognizing that WWF is only one of many actors, we expect all our grantees, contractual partners and other parties with whom we work to read, understand and abide by the same policies and commit to the following:

1. **Respect people's rights** in accordance with customary (*), national and international human rights laws, including vulnerable groups such as children.
2. Comply with, and provide active support to WWF to ensure reasonable compliance with, all **applicable laws** including but not limited to applicable laws and regulations with respect to bribery, fraud or other anti-corruption (e.g., if applicable, UK **Bribery Act** 2010, UK Modern Slavery Act 2015, or US Foreign **Corruption Practice Act**), and similar legislation in your jurisdiction.
3. Respect integrity in the **use of funds and assets** which may be provided through this agreement, including taking appropriate measures to prevent, detect and respond to concerns of misappropriation or other illegal event; this includes implementing **appropriate policies and procedures**, and ensuring that employees, sub-contractors or third parties respect the same;
4. Respect and safeguard employees to prevent and respond to **discrimination, harassment, abuse of power, and gender inequity** in the workplace.
5. Respect the **rights of the labour force** to health, safety, fair wages and benefits, working hours, freedom of association and collective bargaining, no discrimination or harsh treatment, no forced labour, and respecting labour restrictions related to children in line with applicable local laws and/or [ILO Labour Standards](#), whichever is the higher standard.
6. Respect standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and personal data as protected by applicable legislation.
7. You warrant that you have never offered, given or agreed to give to any person any **inducement** or reward (or anything which might be considered an inducement or reward) in connection with the entering into or carrying out this Agreement. Nor to your knowledge is there a **conflict of interest** which has incited WWF to sign this Agreement with you. You shall promptly disclose in writing to WWF any conflicts of interest which could negatively impact WWF.
8. Inform WWF of any breaches of these commitments while performing the tasks set out in the Assignment. Refer [here](#) for where to report concerns.

 (*) Customary laws are mandatory code of conduct created by communities and passed down from generation to generation (i.e: Rural convention or rules of villages, hamlets, population clusters, ethnic minorities...)

We also acknowledge to have read, understand and will abide by all the above-mentioned clauses and instructions.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

Name of WWF authorized person
 Date: [date] [month] [year]

Name of Consultant
 Date: [date] [month] [year]