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11 March 2019

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

for individual consultants and individual consultants assigned by consulting firms/institutions

Country:	Viet Nam
Description of the assignment:	National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces (90 workdays)
Period of assignment/services (if applicable):	April 2019 – December 2019
Duty Station	UNDP, 304 Kim Ma, Ha Noi
Tender reference:	D-190302

1. Submissions should be sent by email to: [nguyen.thai.duong@undp.org](mailto:nguyen.thai.duong@undp.org) no later than:  
17.00 hrs., 20 March 2019 (Hanoi time).

**With subject line: D190302 - National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces**

Submission received after that date or submission not in conformity with the requirements specified this document will not be considered.

### Note:

- Any individual employed by a company or institution who would like to submit an offer in response to this Procurement Notice must do so in their individual capacity, even if they expect their employers to sign a contract with UNDP.
- Maximum size per email is **35 MB**.
- Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. Procurement Unit – UNDP Viet Nam will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.
- After submitting proposal, bidder should send notification by email (without attachment) to: [procurement.vn@undp.org](mailto:procurement.vn@undp.org) informing that the bidder has submitted proposal. UNDP will not be responsible for the missing of proposal if the bidder does not send notification email to above address.

- Female consultants are encouraged to bid for this required service. Preference will be given to equally technically qualified female consultants.

**2. Please find attached the relevant documents:**

- [Terms of Reference \(TOR\)](#)..... (Annex I)
- [Individual Contract & General Conditions](#)..... (Annex II)
- [Reimbursable Loan Agreement](#) (for a consultant assigned by a firm)..... (Annex III)
- [Letter to UNDP Confirming Interest and Availability](#) ..... (Annex IV)
- [Financial Proposal](#) .....(Annex V)

**3. Interested individual consultants must submit the following documents/information (in English, PDF Format) to demonstrate their qualifications:**

**a. Technical component:**

- Signed Curriculum vitae
- Signed Letter to UNDP Confirming Interest and Availability
- 2 writing samples

**b. Financial proposal (with your signature):**

- The financial proposal shall specify a total lump sum amount in **Viet Nam Dong for National Consultant and US Dollar for international consultant** including consultancy fees and tax, insurance etc. – see format of financial offer in Annex V.
- Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable as a direct cost of the assignment.
- If quoted in other currency, prices shall be converted to the above currency at UN Exchange Rate at the submission deadline.

**4. Evaluation**

The technical component will be evaluated using the following criteria:

	<b>Consultant’s experience/qualification related to the services</b>	
1	University/Postgraduate degree with knowledge related to public investments in climate change, environment in industry and trade, construction and/or related sectors	150
2	5 years’ experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis	250
3	Demonstrated substantial experience in financial analysis in the industry and trade or construction, environment sectors or at provincial levels related to climate change, green growth	150
4	Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level	200
5	Experience in designing and conducting surveys and analysing data.	150
6	Fluency in English and Vietnamese in communication, writing and discussion with at least 2 sample reports of similar topics.	100

	<b>Consultant's experience/qualification related to the services</b>	
<b>Total</b>		<b>1000</b>

A two-stage procedure is utilized in evaluating the submissions, with evaluation of the technical components being completed prior to any price proposals being opened and compared. The price proposal 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 component.

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

Maximum 1000 points will be given to the lowest offer and the other financial proposals will receive the points inversely proportional to their financial offers. i.e.  $S_f = 1000 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the submission under consideration.

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

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

Interview with the candidates may be held if deemed necessary.

## 5. Contract

“Lump-sum” Individual Contract will be applied for freelance consultant (Annex II)

“Lump-sum” RLA will be applied for consultant assigned by firm/institution/organization (Annex III)

Documents required before contract signing:

- International consultant whose work involves travel is required to complete the courses on Basic Security in the Field and Advanced Security in the Field and submit certificates to UNDP before contract issuance.

Note: In order to access the courses, please go to the following link: <https://training.dss.un.org>  
The training course takes around 3-4 hours to complete. The certificate is valid for 3 years.

- Full medical examination and Statement of Fitness to work for consultants from and above 62 years of age and involve travel. (This is not a requirement for RLA contracts).
- Release letter in case the selected consultant is government official.

## 6. Payment

UNDP shall effect payments to the consultant (by bank transfer to the consultant's bank account provided in the vendor form (Annex V) upon acceptance by UNDP of the deliverables specified the TOR.

First payment of 10% of the contract value will be paid upon submission of written input in the inception report and detailed plans for the field visits to collect and analyse data.

Second payment of 30% of the contract value will be paid upon submission of draft predefined CPEIR Excel sheet that includes the determination of climate change relevance of all collected expenditures at from MONRE, MOIT, and MOC, and the 3 provinces, classification and computation of climate change related expenditures according to the CPEIR typology; and qualified

and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.

Third payment of 30% of the contract value will be paid upon submission of a report with the final predefined CPEIR Excel sheet for the responsible sectors and 3 provinces (see above) as well as the review and brief review summary of the analysed investment and recurrent data from MONRE, MOIT, MOC and the 3 provinces and a set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

If two currencies exist, UNDP exchange rate will be applied at the day UNDP instructs the bank to effect the payment.

7. Your proposals are received on the basis that you fully understand and accept these terms and conditions.

## TERMS OF REFERENCE

**Title:** Climate Public Expenditure and Investment Review of Viet Nam (CPEIR 2019)

**Duty station:** Ha Noi, home-based and travel to provinces

**Requirement:** A Consulting Team consisting of 02 international Consultants and 03 national consultants

**02 international consultants:**

- 1) International expert in public-climate finance cum Team Leader (45 workdays)
- 2) International expert in climate change (23 workdays)

**03 national consultants:**

- 3) National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces (90 workdays)
- 4) National consultant (NC2) in public-climate finance in agriculture and rural development sector (30 workdays)
- 5) National consultant (NC3) in public-climate finance in transport sector (30 workdays)

**Duration and timing:** April to December 2019

**Reporting:** UNDP Viet Nam/Head of Climate Change and Environment

### 1. GENERAL BACKGROUND

#### **Viet Nam Development Context and Policy frameworks for climate change and green growth**

Viet Nam's economy has been growing at an average of 6 per cent over the past two decades. This growth has lifted millions out of poverty. The country's economy is performing well, with gross domestic product (GDP) estimated to have increased by 7.1 percent (year per year) in the first half of 2018.

Viet Nam is among the countries most vulnerable to climate change and affected by natural disaster and climate extreme events, according to the Long-Term Climate Risk Index (CRI) in the Global Climate Risk Index 2019. With a long coast line, large mountainous and hilly areas, and diversity of geography, Viet Nam has been experiencing 19 different types of natural disaster and a changing climate, affecting development.

*The Party and the Government of Viet Nam have introduced important policies and initiatives to respond to climate change and promote green growth:*

- Resolution #24 on proactive response to Climate Change, Improvement of Natural Resources Management and Environmental Protection of the Central Executive Committee of the Viet Nam Communist Party.

- The **National Strategy on Climate Change approved by the Prime Minister** in December 2011, which identified 10 key tasks in climate change response strategy.
- The **National Strategy for Green Growth (VGGS)** of September 2012, aiming to reduce the intensity of greenhouse gas emissions and promote the use of clean energy, renewable energy.
- Following approval of the **Paris Agreement** on climate change in 2016, the Government issued the Plan for Implementation of the Paris Agreement (PIPA), which requires to ‘Develop guidelines for supervision of climate change response expenditures from national and international resources, including public and private resources’ and ‘Establish a national scale resource allocation system for climate change’.
- In its **Intended Nationally Determined Contributions (INDC)**, Viet Nam committed to reduce its greenhouse gas emissions by 8% by 2030 compared to the Business as Usual (BAU) scenario with national means, and may reduce it by 25% with international support. Viet Nam is reviewing and updating its NDC, aiming at consolidating actions, engaging stakeholders, and designing a robust MRV/M&E mechanism for implementation of the implementation of the Paris Agreement from 2021.

**Addressing climate change will require increased resources.** Infrastructure development will require climate proofing (e.g. roads, ports, flood control, electric power networks, drainage structures). Given public budget constraints, there is a need to ensure, on the one hand, that climate change is adequately mainstreamed into national development planning and that the climate change planning and the resources allocation processes are well aligned with Government priorities and, on the other hand, that line ministries have the capacity to implement and monitor adaptation and mitigation related publicly financed investment programs. There is also a need to increase climate proofed private financing of some infrastructure

**Viet Nam will formulate a new 10-year socio-economic development strategy, 2021-2030** and a new 5-year socio-economic development plan, 2021-2025, in 2019 for approval in 2020, which will be accompanied by medium term investment budget and investment plans. This is a strategic opportunity to integrate climate change, low-carbon development, and risk-informed development into national, sectoral and local planning and investment processes. Viet Nam is at the cross-roads of making a choice toward a green and climate-resilient development pathway for the next 10 years.

#### Previous climate expenditure and investment reviews

In 2014, with technical support from UNDP and the World Bank, MPI led a first "Climate Public Expenditure and Investment Review of Viet Nam" for the period of 2010-2013, which was published in April 2015 (hereinafter referred to as CPEIR 2015). CPEIR 2015 had the following specific objectives:

- Define expenditures for climate change and green growth in the national budgets;
- Access options for tracked expenditures related to climate change and green growth;
- Provide analysis of expenditures on climate change;
- Suggest improvements in tracking and assessing;
- Assess institutional setting and management structure;
- Assess the current climate finance structures;
- Propose appropriate guidelines for the development of the climate finance policy framework in Viet Nam, integrating expenditures for climate change responses into planning and budgeting.

CPEIR 2015 provided a quantitative overview of expenditures for climate change and green growth to five ministries: Ministry of Agriculture and Rural Development, Ministry of Natural Resources and Environment, Ministry of Transport, Ministry of Industry and Trade, Ministry of Construction and 3 provinces of Quang Nam, Bac Ninh and An Giang. The report has a qualitative assessment of the policies and procedures for reviewing budgets:

- be allocated to climate change / green growth priority objectives;
- be able to achieve goals;
- can be regularly reviewed to help improve the efficiency of expenditures.

In 2017 and 2018, with technical support from UNDP and GIZ, MPI undertook a CPEIR for 13 provinces in the Vietnamese Mekong Delta. This study is conducted on the basis of application testing the MPI 2017's "Guidelines for classification of Public investment in climate change and green growth". This MPI Guidance uses basic principles of the CPEIR approach but it does not classify expenditure by appropriate levels (high / medium / low) or coverage (%) with respect to climate change. The financial volumes reported under **MPI guidance focuses on investments** (i.e. not recurrent expenditures) and determine which investments have some climate relevance without analysing the exact financial volumes spent on specific climate-related components of these investments.

Building on this experience UNDP is looking for a team of international experts and national experts to update the national CPEIR until 2018 using the original methodology deployed during the national CPEIR 2015. This TOR specifies objectives, scope of work and the task in this update process.

## 2. OBJECTIVES OF THE ASSIGNMENT

Objectives of this CPEIR (hereinafter referred to as CPEIR 2019) is to capture the magnitude and trend of climate change expenditure over the period 2014-2018, the alignment of the climate budgeting with the Government's climate change priorities; and provide inputs and recommendations for improving effectiveness of the planning, budgeting, utilizing and mobilizing resources for climate change actions in the next socio-economic development strategies and action plans of the period 2021-2030, to support the achievements of Government's climate resilient and low-carbon development priorities.

The Government's primary priorities for addressing climate change include key Government's strategies such as National Climate Change Strategy (NCCS), Viet Nam Green Growth Strategy (VGGGS), Plan for Implementation of the Paris Agreement (PIPA), but should also include NDC, NCCAP, NTP-RCC, and others) and should be assessed against the State Budget (notably the investment budget of selected Ministries).

## 3. METHODOLOGY

The general methodology applied in the CPEIR, **consisting of a combination of quantitative and qualitative assessments**, has much in common with traditional public expenditure reviews. The expenditure review will draw upon a primary data collection at MPI, four line Ministries, relevant institutions and three provinces. The data assessment will be complemented by a qualitative analysis, including consultations and a close involvement of the Ministries in the preparation and revision of the assessment.

A central point of the assessment is the identification of the climate change related expenditures which will be based on two complementary approaches.

- Policy based definition of Government's key priorities for addressing climate change: Government's strategies (NCCS, NCCAP, NTP-RCC, VGGGS, NDC, PIPA, and others) will be assessed against the State Budget (notably the investment budget of selected Ministries). The primary priorities as defined in the NCCS and VGGGS, and PIPA

- Assessment of climate change related activities based on a typology of climate co-benefits. To complement the assessment above, a closer look will be taken at the investment budget to identify activities with adaptation and mitigation co-benefits other than Government's key priority programs. As a guideline to identify climate co-benefits in the investment budget, a set of criteria will be used that were recently developed by the World Bank to identify climate related co-benefits in projects. The criteria will be used jointly with Government counterparts to assess the budget with an additional climate lens. The typology should link the activities and co-benefits to the policy targets/ key priority programs in a matrix.

Similar to the expenditure review, the information for the institutional/governance/investment framework/financial architecture review will be collected through document reviews and consultations with government partners.

Specifically, the CPEIR 2019 will follow the methodology in the previous CPEIR 2015.

For recommendation of improvement of budgeting, planning, effectiveness, accountability, and MRV, the team must reference to relevant elements of the MPI "Guidelines for classification of Public investment in climate change and green growth" as and where applicable and will use the lessons obtained from the UNDP/GIZ supported CPEIR of 13 Mekong Delta Provinces.

#### 4. SCOPE OF WORK

**Sectors:** The CPEIR 2019 will focus on climate public expenditure including ODA in five ministries (Ministry of Agriculture and Rural Development, Ministry of Natural Resources and Environment, Ministry of Transport, Ministry of Industry and Trade, Ministry of Construction) and 3 provinces (Quang Nam, Bac Ninh and An Giang)

**Type of expenditures:** The CPEIR will be based primarily on the investment budget included in the state budget at the central and, to the degree possible, at the local level. ODA funded projects either integrated in the State budget or managed outside the State budget but still counted as Viet Nam expenditure will also be part of the CPEIR assessment.

**Period of Analysis:** The CPEIR 2019 will review the period 2014-2018. The analysed results will link with the magnitude and trends in the CPEIR 2015.

##### 4.1 JOINT TASKS AND ACTIVITIES OF THE TEAM TO COMPLETE THE CPEIR 2019

A. To provide an overview and to analyse climate change expenditure for the period 2014-2018 with a view to increasing the effective use and monitoring of resources. To implement this task, the team will undertake the following activities:

- Collect data on public investments in the CPEIR focal areas during 2014 – 2018, based on the actual investments made. Three sets of data will be collected:
  - Past public expenditure related to climate change and green growth in the period 2014-2015. This information should be based on the actual investments and other related expenditures made.
  - Planned investments for the period 2016-2020. This information should be based on Medium-term investment plans for 2016-2020.
  - Current public expenditures and other related expenditures during 2016-2018. This information should be based on the actual investments made.
- Identify climate-relevant investments. The consultant team will identify climate-relevant investments, using e.g. Annex 4 of the MPI "Guidelines for classification of Public



investment in climate change and green growth" as reference guidance to facilitate identification of climate relevancy. Due to the macro-level of this analysis, the actual level of climate-spending will however not be based on identification of the specific sub-projects or project components within the climate-relevant investments (as proposed in the MPI Guidelines) but will rather determine the level of climate spending in accordance with the approach outlined in the CPEIR 2015, Table 2.1. Criteria for the Five Categories of CC-Response Spending (CPEIR 2015, p. 55).

- Analyze and present findings on identified climate-relevant investments. When doing so, the consultants can utilize user-friendly presentation and reporting formats used e.g. in the CPEIR of 13 Mekong Delta Provinces supported by UNDP and GIZ. The findings shall include but may not be limited to the followings:
    - Analytical tables and charts showing climate change expenditure for the period 2014-2018 (per ministry and province, and for all 5 ministries and 3 provinces) and comparing them with public climate investment trends reported in CPEIR 2015 for the period 2010-2013
    - To what extent climate change planning, investment and spending under the national budget is aligned with Government priorities during 2010 – 2018 and the trends forward
    - Recommendation on possible planning process, budgeting and spending on climate change as inputs for the coming medium term investment plan, to be updated National Determined Contribution (NDC) and the expected updates of the green growth and climate change strategies.
- B. To review the fiscal policy framework/ financial architecture and fiscal/ financial tools, with a view to introducing reforming aiming to introducing innovative mechanism and effective application, in line with international practice/trends;
- C. To review the national investment policy framework and fiscal mechanisms, aiming to improving the investment environment, enhancing financial incentives, and introducing innovative de-risking schemes to mobilize the private sector's investments in climate actions;
- D. To assess the governance structures at national and local levels in Viet Nam in order to improve planning and budgeting mechanism for climate change mainstreaming, effective implementation, improved accountability and MRV/M&E;
- E. To analyse to what extent climate change budgeting and spending under the national budget has been aligned with Government priorities (in strategies, plans, policies) and to identify gaps;
- F. The consultant team will consult with the concerned ministries and provinces individually to validate the collected and analysed data and findings, and through a consultation meeting with all 5 ministries, 3 provinces and relevant stakeholders combined.

## **4.2. Specific Responsibilities of Team Members**

### **International expert in public-climate finance cum Team Leader**

- Lead the assignment and take the overall and final responsibility of producing the deliverables in Item #6 "DELIVERABLES" of this TOR, including inception report and draft and final report of the CPEIR 2019;
- Lead in the preparation of the work/ study plans and discussions with UNDP and related ministries on the scope, methodology, timeframe, quality criteria, etc.;
- Guide the team members throughout the process and share the responsibility of analysis of collected data;
- Lead in analysing and soliciting the analysed results of climate change expenditure for the period 2014-2018 with a view to increasing the effective use and monitoring of resources, improving capacity, reforming fiduciary procedures, and increasing opportunities for Government to tap into global climate funds.

- Lead the review of the fiscal policy framework/ financial architecture and fiscal/ financial tools, with a view to introducing reforming aiming to introducing innovative mechanism and effective application, in line with international practice/trends; (Lead on Task B listed in section 4.1)
- Lead review the national investment policy framework and fiscal mechanisms, aiming to improving investment environment, enhancing financial incentives, and introducing innovative de-risking schemes to mobilize the private sector's investments in climate actions; (Lead on Task C listed in section 4.1)

### **International expert in climate change**

The assignment of the International expert in climate change has the following 3 functions

- To provide guidance and advice to the national consultants on the application of CPEIR methodology, the scope of data collection and analysis of the climate change expenditure for the period 2014-2018, with a view to increasing the effective use and monitoring of resources.
- Lead the assessment of the governance structures at national and local levels in Viet Nam in order to improve planning and budgeting mechanism for climate change mainstreaming, effective implementation, improved accountability and MRV/M&E (Lead on Task D as noted in section 4.1).
- Lead the analysis on to what extent climate change budgeting and spending under the national budget has been aligned with Government priorities (in strategies, plans, policies) and to identify gaps (Lead on Task E as noted in section 4.1).

#### *With regard to methodology and data analysis*

- Provide advice to national consultants on what are key data and information types and sources for collecting/gathering for analysis.
- Provide advice on identification of data gaps and options to overcome the information gaps.
- Support and guide the team on consistent application of the CPEIR methodology used within the assignment, interpretation of the results of analyses produced by the three national consultants and assessment of linkages between the identified climate public investments/expenditures and the evolving climate change policies in Viet Nam.

#### *With regard to governance structure and MRV/M&E*

- Provide a perspective on existing institutional setup – institutions have developed and engaged in decision making, formulation and implementation of climate change policy framework, strategies, action plans, and how to improve effectiveness and accountability.
- Provide a perspective on how climate change responses are reflected policies and how they are reflected investment planning and investment expenditures.
- Provide a perspective on what works and viable improvement and establishment of transparent MRV and M&E for climate change efforts/actions in Viet Nam.

#### *With regard to alignment of budget/expenditure with policy priorities*

- Review relevant documents and gather information from a variety of sources.
- Carry out consultations with relevant stakeholders, including government ministries, departments in provinces, non-governmental stake holders.
- Analyse all sources of information and contribute to the chapter on institutional analysis and possibly other chapters as relevant
- Participate in team meetings and regularly report on the progress of the work

- Contribute to the design of an improved climate finance architecture which is aligned with international best practices, helps to mobilize private sector investments, and enables the country to better meet its climate finance needs

**National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces**

*Objective:* To contribute to the Viet Nam CPEIR by gathering all climate related expenditures both the State budget and ODA, by MONRE, MOIT, and MOC and 3 provinces (Quang Nam, Bac Ninh and An Giang) over the period 2014-2018, including in-depth and technical information on all collected expenditures, in order to determine climate change relevance and classification of climate change-related expenditures according to the CPEIR typology.

*Scope of work:* The scope is limited to the CPEIR typology pillars/categories:

- Collect, classify and analyse all relevant data, information from MONRE, MOIT, and MOC and the 3 provinces into and in accordance with Policy & Governance (PG) and Scientific, Technological and Societal Capacity (ST), Climate Change Delivery – Natural Resources (CCD1). Climate Change Delivery: CCD2 – Quality of life and CCD3 –Enterprise and production, etc based on the CPEIR typology.
- Analyse and present trends of budget allocation and expenditure and alignment with the Government climate priorities

*Specific tasks:*

- Collect/gather and review all investment and recurrent expenditure data from MONRE, MOIT, and MOC and the 3 provinces for the years 2014-2018 by programs, project and sources of funding;
- Identify climate change related expenditures in the investment and recurrent budget;
- Analyse detailed information on each climate related expenditure and classify all expenditures according to the CPEIR typology;
- Provide a qualified and justified estimate on the proportional climate change relevance of each expenditure within five predefined groups (CPEIR typology);
- Put in excel sheet and compute an aggregated the total of climate expenditure based on data collected from MONRE, MOIT, and MOC, and the 3 provinces.
- Provide recommendation for improvement of budgeting, planning, setting priority to improve effectiveness, accountability in the implementation;
- Provide additional information on specific expenditures upon request;
- Participate in any related meetings and workshop as required.
- Work closely with NC2 and NC3 to ensure the consistent application of the CPEIR methodology used within their respective assignments and support the International Expert in Climate Change in the peer review on data collection and analysis conducted by NC2 and NC3.
- The National Consultant will lead on Task A and G for the specific sectors and 3 provinces as noted in section 4.1.

**National consultant (NC2) in public-climate finance in agriculture and rural development sector**

**Objective:** To contribute to the Viet Nam CPEIR by gathering all climate related expenditures both the State budget and ODA, by MARD over the period 2014-2018, including in-depth and technical information on all collected expenditures, in order to determine climate change relevance and classification of climate change-related expenditures according to the CPEIR typology.

**Scope of work:** The scope is limited to the CPEIR typology pillars/categories:

- Collect, classify and analyse all relevant data, information at MARD into and in accordance with Policy & Governance (PG) and Scientific, Technological and Societal Capacity (ST), Climate Change Delivery – Natural Resources (CCD1). Climate Change Delivery: CCD2 – Quality of life and CCD3 –Enterprise and production, etc based on the CPEIR typology.
- Analyse and present trends of budget allocation and expenditure and alignment with the Government climate priorities

**Specific tasks:**

- Collect/gather and review all investment and recurrent expenditure data from MARD for the years 2014-2018 by programs, project and sources of funding;
- Identify climate change related expenditures in the investment and recurrent budget;
- Analyse detailed information on each climate related expenditure and classify all expenditures according to the CPEIR typology;
- Provide a qualified and justified estimate on the proportional climate change relevance of each expenditure within five predefined groups (CPEIR typology);
- Put in excel sheet and compute an aggregated the total of climate expenditure in MARD
- Provide recommendation for improvement of budgeting, planning, setting priority to improve effectiveness, accountability in the implementation;
- Provide additional information on specific expenditures upon request;
- Participate in any related meetings and workshop as required.
- The National Consultant will lead on Task A and G for their respective sector as noted in section 4.1.

### **National Consultant (NC3) in public-climate finance in transport sector**

**Objective:** To contribute to the Viet Nam CPEIR by gathering all climate related expenditures both the State budget and ODA, by Ministry of Transportation (MOT) over the period 2014-2018 including in-depth and technical information on all collected expenditures, in order to determine climate change relevance and classification of climate change-related expenditures according to the CPEIR typology.

**Scope of work:** The scope is limited to the CPEIR typology pillars/categories:

- Collect, classify and analyse all relevant data, information at MOT into and in accordance with Policy & Governance (PG) and Scientific, Technological and Societal Capacity (ST), Climate Change Delivery – Natural Resources (CCD1). Climate Change Delivery: CCD2 – Quality of life and CCD3 –Enterprise and production, etc. based on the CPEIR typology.
- Analyse and present trends of budget allocation and expenditure and alignment with the Government climate priorities

**Specific tasks:**

- Collect/gather and review all investment and recurrent expenditure data from MOT for the years 2014-2018 by programs, project and sources of funding;
- Identify climate change related expenditures in the investment and recurrent budget;

- Analyse detailed information on each climate related expenditure and classify all expenditures according to the CPEIR typology;
- Provide a qualified and justified estimate on the proportional climate change relevance of each expenditure within five predefined groups (CPEIR typology);
- Put in excel sheet and compute an aggregated the total of climate expenditure in MOT
- Provide recommendation for improvement of budgeting, planning, setting priority to improve effectiveness, accountability in the implementation;
- Provide additional information on specific expenditures upon request;
- Participate in any related meetings and workshop as required
- The National Consultant will lead on Task A and G for their respective sector as noted in section 4.1.

## 5. DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

The duration and Timing is from April to December 2019.

The assignment will require 02 international consultants and 03 national consultants with the following indicative number of workdays to complete:

- **02 international experts:**
  - International Expert in public-climate finance cum Team Leader: estimated 45 workdays
  - International Expert in Climate Change: estimated 23 workdays
- **03 national consultants:**
  - National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces: estimated 90 workdays.
  - National consultant (NC2) in public-climate finance in agriculture and rural development sector: estimated 30 workdays.
  - National consultant (NC3) in public-climate finance in transport sector: estimated 30 workdays.

**Duty Station:** Home-based, Hanoi and travel to selected provinces (Quang Nam, Bac Ninh, An Giang). For the missions to Hanoi and travel to provinces, detailed work-plan for the travel shall be developed by the consultants with the consultation and agreement with UNDP. Eligible cost of such travel will be covered by UNDP based on UN policy or UN-EU cost-norm.

## 6. DELIVERABLES

### 6.1 Inception report

The International expert in public-climate finance cum Team Leader, with inputs from the entire consultant team, will submit the inception report with the following contents:

- Proposed approach to assignment
- Approach to collection of information
- Specific timeline for implementation of this assignment and consultative arrangements proposed (if any).
- Proposed Table of Contents of the CPEIR 2019. This is a tentative Table of Contents, which is subject to change and the details will be developed by the team in consultation with UNDP.
  - Foreword
  - Executive Summary
  - Climate Public Expenditure and Investment Review
  - Chapter 1 Assessing Climate Change Policy and the Institutional Framework for Climate Change Response in Viet Nam

Chapter 2	CPEIR Methodology and CC-Typology
Chapter 3	Climate Change Expenditure: Trends Relative to Policy Objectives, Categories, and Tasks
Chapter 4	Moving forward: Incorporating Climate Change Policy in the Planning and Budgeting Cycle and Establishing a Climate Policy Review
Chapter 5	A National Action Plan to Establish a Climate Change Budget and Annual Review: Implementing the CPEIR Recommendations
Annex I.	International Experience in Climate Change-Response Planning, Allocation, Tracking, and Evaluation of Expenditures
Annex II.	CPEIR Typology
Annex III.	Value Added of the CPEIR

## **6.2 Final Data Collection and Analysis of the Sectors and 3 Provinces Reports (3)**

Each National Consultant (NC1, NC2, NC3) will be responsible for the data collection and analysis of their respective sector/ provinces and produce report that will inform the CPEIR 2019 Report.

Reports on data collection and analysis corresponding to national consultant’s assigned sectors and provinces and all relevant documents

### **6.2.1 The National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces will be responsible for a report that includes:**

- A review and brief review summary of the analysed investment and recurrent data from MONRE, MOIT, MOC and the 3 provinces.
- A determination of climate change relevance of all collected expenditures at from MONRE, MOIT, MOC and the 3 provinces.
- Classification and computation of climate change related expenditures according to the CPEIR typology
- A qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.
- A set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

Except the review summary, data must also be delivered in a predefined CPEIR Excel sheet which will be provided by the CPEIR team.

### **6.2.2. National consultant (NC2) in public-climate finance in agriculture and rural development sector is responsible for a report that includes:**

- A review and brief review summary of the analysed investment and recurrent data from MARD
- A determination of climate change relevance of all collected expenditures at MARD
- Classification and computation of climate change related expenditures according to the CPEIR typology
- A qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.
- A set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

Except the review summary, data must also must be delivered in a predefined CPEIR Excel sheet which will be provided by the CPEIR team.

**6.2.3. National consultant (NC3) in public-climate finance in transport sector is responsible for a report that includes:**

- A review and brief review summary of the analysed investment and recurrent data from MOT
- A determination of climate change relevance of all collected expenditures at MOT
- Classification and computation of climate change related expenditures according to the CPEIR typology
- A qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.
- A set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

Except the review summary, data must also must be delivered in a predefined CPEIR Excel sheet which will be provided by the CPEIR team.

**6.3 Draft CPEIR 2019 Report**

The International expert in public-climate finance cum Team Leader will develop a draft report which will include the following main points:

- Executive Summary presenting key findings and recommendations of this assignment
- Final outcomes of the tasks A-F described in the Scope of Work
- Annexes with supporting data collected, data calculation and analysis and other documentation

The draft CPEIR 2019 will be submitted for review to UNDP and the comments obtained will be used to finalize the CPEIR 2019.

**6.4 Final CPEIR 2019 Report and all supporting relevant document**

The International expert in public-climate finance cum Team Leader will develop the final CPEIR 2019 and related documents based on comments and feedbacks on the draft CPEIR 2019. Other related documents and data must be submitted UNDP for reference and use.

*All outputs are required in English. The reports by the national consultants are required in both English and Vietnamese.*

Below is the tentative schedule of Outputs and Outputs respective to each consultant

**Tentative schedule of Outputs**

S/N	Deliverable	Expected due date
1	Inception Report	2 weeks upon signing of contract
2	Final Data Collection and Analysis of the Sectors and 3 Provinces Reports (3)	September 30, 2019
3	Draft CPEIR 2019 Report	October 30, 2019
4	Final CPEIR 2019 Report	November 30, 2019

*The above schedule is tentative and will be finalized in the Inception Report.*

**7. MONITORING AND PROGRESS CONTROL**

The assignment will be supervised by UNDP. In addition to collaboration with stakeholders, concerned provinces and ministries, the consultant team will also routinely report to the UNDP on progress through regular meetings and email updates based on the work-plan set out in the inception report. The consultants will provide concise information about implemented activities and adjustments to the workplan.

## **8. ADMINISTRATIVE SUPPORT AND REFERENCE DOCUMENTS**

The consultant team will be provided with following support:

- Copies of all relevant documents including the CPEIR 2015 methodology, CPEIR typology and previous CPEIR report
- Support the working process with relevant ministries, sectors and localities (if any)
- Coordinate with other programs and projects to maximize results, including training, visitation and exchange of experience.
- Working with relevant ministries through suggestion of focal points at ministries, and sending official request letters for the consultants to work or conduct interviews with stakeholders;
- Provide previous CPEIR report and relevant documents, guidelines to the consultant team upon the commencement of the assignment;
- Arrange meetings with stakeholders if necessary.

## **9. QUALIFICATIONS AND WORK EXPERIENCE**

The selected consultants should meet the below requirements.

### **International expert in public-climate finance cum Team Leader**

- Advanced degree with knowledge in public administration, social sciences, public policy, public finance management, environmental sciences, or related areas.
- 10 years' experience of working on public finance analysis, with proven experience with climate finance assessments
- Prior experience in conducting climate change policy expertise and expenditure monitoring and analysis is an advantage. Prior experience in conducting CPEIRs is also an advantage.
- Experience with public expenditure typology for climate change and green growth is an advantage;
- Proven experience with climate policy analysis in South East Asia or Viet Nam (preferable)
- Excellent English communication skills, both written and oral

### **International expert in climate change**

- University/Postgraduate degree and/or knowledge in environmental protection, natural resource management, climate change or related fields;
- 10 years' experience of working on climate change, climate risk management and environmental issues,
- Proven experience in planning for development investment that integrates sustainable development and climate change, climate and green growth related policies and issues at national and provincial level.
- Proven experience with climate policy analysis in South East Asia or Viet Nam (preferable)
- Fluency in English in communication, writing and discussion.

### **National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces**



- University/Postgraduate degree with knowledge related to public investments in climate change, environment in industry and trade, construction and/or related sectors.
- 5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis
- Demonstrated substantial experience in financial analysis in the industry and trade, construction, environment sectors related to climate change, green growth,
- Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level;
- Experience in designing and conducting surveys and analysing data.
- Fluency in English and Vietnamese in communication, writing and discussion.

**National consultant (NC2) in public-climate finance in agriculture and rural development sector**

- University/Postgraduate degree with knowledge in related to public investments in agriculture and rural development or climate change or related field.
- 5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis.
- Demonstrated substantial experience in financial analysis in the agriculture and rural development sector related to climate change, green growth.
- Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level.
- Experience in designing and conducting surveys and analysing data.
- Fluency in English and Vietnamese in communication, writing and discussion.

**National consultant (NC3) in public-climate finance in transport sector**

- University/Postgraduate degree with knowledge related to public investments in transport sector or climate change or related fields.
- 5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis.
- Demonstrated substantial experience in financial analysis in the transport sector related to climate change, green growth.
- Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level.
- Experience in designing and conducting surveys and analysing data.
- Fluency in English and Vietnamese in communication, writing and discussion.

**10. PAYMENT TERMS**

The payment terms are the following:

**For the International expert in public-climate finance cum Team Leader**

- First payment of 10% of the contract value will be paid upon submission of the inception report and guidance to NCs in collection and analysis of data accepted by UNDP.
- Second payment of 40% of the contract value will be paid upon submission of the draft CPEIR 2019 and accepted by UNDP.
- Last payment of 50% of the contract value will be paid upon submission of the final CPEIR 2019 and submission of relevant documents and accepted by UNDP.

**For the International expert in climate change**

- First payment of 10% of the contract value will be paid upon submission of written inputs to the inception report and advice on the methodology and accepted by UNDP.

- Second payment of 60% of the contract value will be paid upon submission of written guidance to and review of national consultant's reports on data collection and analysis, assessment of the governance structures at national and local levels in Viet Nam, and analysis on the alignment of climate change budgeting and spending under the national budget with government priorities in strategies, plans, and policies.
- Last payment of 30% of the contract value will be paid upon submission of written review of the draft CPEIR 2019.

**For the National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces**

- First payment of 10% of the contract value will be paid upon submission of written input in the inception report and detailed plans for the field visits to collect and analyse data.
- Second payment of 30% of the contract value will be paid upon submission of draft predefined CPEIR Excel sheet that includes the determination of climate change relevance of all collected expenditures at from MONRE, MOIT, and MOC, and the 3 provinces, classification and computation of climate change related expenditures according to the CPEIR typology; and qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.
- Third payment of 30% of the contract value will be paid upon submission of a report with the final predefined CPEIR Excel sheet for the responsible sectors and 3 provinces (see above) as well as the review and brief review summary of the analysed investment and recurrent data from MONRE, MOIT, MOC and the 3 provinces and a set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.
- Last payment of 30% will be made upon submission of all products under the contract.

**For the National consultant (NC2) in public-climate finance in agriculture and rural development sector**

- First payment of 10% of the contract value will be paid upon submission of written input in the inception report.
- Second payment of 50% of the contract value will be paid upon submission of draft predefined CPEIR Excel sheet that includes the determination of climate change relevance of all collected expenditures at from MARD, classification and computation of climate change related expenditures according to the CPEIR typology; and qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.
- Last payment of 40% of the contract value will be paid upon submission of a report with the final predefined CPEIR Excel sheet for MARD (see above) as well as the review and brief review summary of the analysed investment and recurrent data from MARD and a set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

**For the National consultant (NC3) in public-climate finance in transport sector**

- First payment of 10% of the contract value will be paid upon submission of written input in the inception report.
- Second payment of 50% of the contract value will be paid upon submission of draft predefined CPEIR Excel sheet that includes the determination of climate change relevance of all collected expenditures at from MOT, classification and computation of climate change related expenditures according to the CPEIR typology; and qualified and justified estimate on the proportional climate change relevance of the expenditures within five predefined groups.

- Last payment of 40% of the contract value will be paid upon submission of a report with the final predefined CPEIR Excel sheet for MOT (see above) as well as the review and brief review summary of the analysed investment and recurrent data from MOT and a set of recommendations on better alignment between expenditure and policy priority, improvement of budgeting, planning, and accountability in the implementation.

**11. CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES**

NONE                       PARTIAL                       INTERMITTENT                       FULL-TIME

**EVALUATION CRITERIA WITH ASSIGNED SCORES**

(An additional interview either direct or through telephone/Skype will be applied if necessary)

**International expert in public-climate finance cum Team Leader**

	<b>Consultant's experience/qualification related to the services</b>	
1	Advanced degree with knowledge in public administration, social sciences, public policy, public finance management, environmental sciences, climate change or related areas.	200
2	10 years' experience of working on public finance analysis, with proven experience with climate finance assessments.	250
3	Prior experience in conducting climate change policy expertise and expenditure monitoring and analysis is an advantage. Prior experience in conducting CPEIRs is also an advantage.	200
4	Experience with public expenditure typology for climate change and green growth is an advantage;	100
5	Proven experience with climate policy analysis in South East Asia or Viet Nam (preferable)	150
6	Excellent English communication skills, both written and oral with at least 2 sample reports of similar topics	100
<b>Total</b>		<b>1000</b>

**For National consultant (NC1) in public-climate finance in industry and trade, construction, environment sectors and 03 selected provinces**

	<b>Consultant's experience/qualification related to the services</b>	
1	University/Postgraduate degree with knowledge related to public investments in climate change, environment in industry and trade, construction and/or related sectors	150
2	5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis	250
3	Demonstrated substantial experience in financial analysis in the industry and trade or construction, environment sectors or at provincial levels related to climate change, green growth	150
4	Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level	200
5	Experience in designing and conducting surveys and analysing data.	150
6	Fluency in English and Vietnamese in communication, writing and discussion with at least 2 sample reports of similar topics.	100
<b>Total</b>		<b>1000</b>

**National consultant (NC2) in public-climate finance in agriculture and rural development sector**

	<b>Consultant's experience/qualification related to the services</b>	
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	<b>Consultant's experience/qualification related to the services</b>	
1	University/Postgraduate degree with knowledge in related to public investments in agriculture and rural development or climate change or related field	150
2	5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis	250
3	Demonstrated substantial experience in financial analysis in the agriculture and rural development sector related to climate change, green growth.	150
4	Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level	200
5	Experience in designing and conducting surveys and analysing data.	150
6	Fluency in English and Vietnamese in communication, writing and discussion with at least 2 sample reports of similar topics.	100
<b>Total</b>		<b>1000</b>

**National consultant (NC3) in public-climate finance in transport sector**

	<b>Consultant's experience/qualification related to the services</b>	
1	University/Postgraduate degree with knowledge related to public investments in transport sector or climate change or related fields	150
2	5 years' experience of working on climate change, climate finance, climate risk management and environmental issues, climate finance assessment tools, involving in the policy analysis	250
3	Demonstrated substantial experience in financial analysis in the transport sector related to climate change, green growth.	150
4	Experience in planning, institutional framework for public investment and expenditure in socio-economic development at national and province level	200
5	Experience in designing and conducting surveys and analysing data.	150
6	Fluency in English and Vietnamese in communication, writing and discussion with at least 2 sample reports of similar topics.	100
<b>Total</b>		<b>1000</b>

## **ANNEX 2: GENERAL CONDITIONS OF CONTRACT**

### **FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

**1. LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

**2. STANDARDS OF CONDUCT: In General:** The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual contractor must comply with all security directives issued by UNDP. **Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin. The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

**3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:** Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear. 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, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or

(b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract

**4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

**5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:** If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor’s usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a “statement of good health” from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor’s dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the



rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

**7. SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

**9. INDEMNIFICATION:** The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**10. INSURANCE:** The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

**11. ENCUMBRANCES AND LIENS:** The Individual 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 to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred

for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract

**13. TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

**14. NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

**15. TAXATION:** Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

**16. AUDITS AND INVESTIGATIONS:** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

**17. SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

**18. LIMITATION ON ACTIONS:** Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins,

**19. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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## ANNEX IV

### OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date \_\_\_\_\_

*(Name of Resident Representative/Bureau Director)*  
United Nations Development Programme  
*(Specify complete office address)*

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of *[indicate title of assignment]* under the *[state project title]*;
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 *[delete this item if the TOR does not require submission of this document]*;
- E) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]*:
- An all-inclusive daily fee of *[state amount in words and in numbers indicating currency]*
- A total lump sum of *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex V;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of \_\_\_\_\_ days *[minimum of 90 days]* after the submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists]*;

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

- Sign an Individual Contract with UNDP;
- Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that *[check all that applies]:*

- At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) ***If you are a former staff member of the United Nations recently separated, please add this section to your letter:*** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES  NO  If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES  NO

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES  NO  If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES  NO  If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

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**Annexes *[please check all that applies]:***

- CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

## **GUIDELINES FOR CV PREPARATION**

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

Limit the CV to 3 or 4 pages

NAME (First, Middle Initial, Family Name)

Address:

City, Region/State, Province, Postal Code

Country:

Telephone, Facsimile and other numbers

Internet Address:

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

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

### **SUMMARY OF EXPERTISE**

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

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

Credentials/education/training, relevant to the expertise

### **LANGUAGES**

Mother Tongue:

Indicate written and verbal proficiency of your English:

### **SUMMARY OF RELEVANT WORK EXPERIENCE**

Provide an overview of work history in reverse chronological order. Provide dates, your function/title, the area of work and the major accomplishments include honorarium/salary.

References (name and contact email address) must be provided for each assignment undertaken by the consultant that UNDP may contact.

### **UN SYSTEM EXPERIENCE**

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

### **UNIVERSITY DEGREES**

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

### **PUBLICATIONS**

Provide total number of Publications and list the titles of 5 major publications (if any)

### **MISCELLANEOUS**

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



