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~~12-22~~ April 2019

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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

Country:	Viet Nam
Description of the assignment:	International and National consultant for Landscape Assessment on Private Sector's Roles on Disaster Management in Viet Nam
Period of assignment/services (if applicable):	April 2019 – August 2019
Duty Station	UNDP, 304 Kim Ma, Ha Noi
Tender reference:	D-190401

1. Submissions should be sent by email to: nguyen.thai.duong@undp.org no later than:
17.00 hrs., ~~19-26~~ April 2019 (Hanoi time).

With subject line:

D190401A - International consultant (Team Leader) for Landscape Assessment on Private Sector's Roles on Disaster Management in Viet Nam

D190401B - National consultant (Team member) based in Ha Noi for Landscape Assessment on Private Sector's Roles on Disaster Management in Viet Nam

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 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
- Technical proposal (English) explaining the assessment methodology including: the assessment approach, data collection tools, analysis framework, workplan, field-visit schedule if necessary, proposed human resources

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:

Selection criteria and qualification requirement for team leader (International consultant):

	Consultant's experience/qualification related to the services	
1	Master degree or higher qualification in economics, business administration, disaster management, water resource management or other related fields	100
2	Strong understanding of national legislations, policies and programs for disaster management, private sector development, business / enterprise operations, especially in agriculture and tourism industries.	200
3	Experience working with the private sector, business associations, business forums, VCCI, or with international organisations, government organisations, relevant ministries in DRR for the private	300

	sector.	
4	English proficient writing skill;	100
5	Experience working with Vietnam's disaster management system including international organisations and INGOs is an advantage	100
6	Proven research or assessment experience in identifying the needs of agriculture and tourism industry businesses for DRR, their roles and contributions to disaster management	200
Total		1000

Selection criteria and qualification requirement for team member (National consultant):

	Consultant's experience/qualification related to the services	
1	Bachelor degree or higher qualification in economics, business administration, disaster management, water resource management or other related fields	100
2	Strong understanding of national legislations, policies and programs for disaster management, private sector development, business / enterprise operations, especially in agriculture and tourism industries.	200
3	Experience working with the private sector, business associations, business forums, VCCI, or with international organisations, government organisations, relevant ministries in DRR for the private sector.	300
4	English-Vietnamese translation and interpretation skill (Consultant will be interviewed through Skype)	100
5	Experience working with Vietnam's disaster management system including international organisations and INGOs is an advantage	100
6	Proven researches or assessment experience in identifying the needs of agriculture and tourism industry businesses for DRR, their roles and contributions to disaster management	200
Total		1000

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.

Fee will be made after the contract deliverables are accepted by UNDP.

- 50% of the fee will be paid after deliverable # 2 (draft report)
- 50% of the fee will be paid and liquidated upon satisfaction of deliverables.

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.

ANNEX I



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TERMS OF REFERENCE

Title: Landscape Assessment on Private Sector's Roles on Disaster Management in Viet Nam
Location: Vietnam, travel would be required
Duration: April – August 2019
Report to: UNDP Emergency and Recovery Program Analyst
Technical Supervision: UNDP Senior DRR/CCA Advisor

I. BACKGROUND INFORMATION

Viet Nam is a Southeast Asian country with a population of 95.5 million spread across a land area of 330,951 km², a population density of 283 person per km² and urban population of 35.2%. The country has a total Gross Domestic Product of USD 589.7 Billion and a GDP per capita of USD 6,172 (as of 2018).

The private sector currently accounts for the largest share of Viet Nam's economy's investment capital at 40.5% as of 2017, followed closely by the state at 35.7% as of 2017¹. It also has about 500,000 active enterprises, of which 95% is small and medium enterprises (SMEs). As a whole, SMEs contribute 40% of the total GDP of the country and employs 51% of workers (as of 2015).

Agriculture is still the major employer in Viet Nam, particularly in rural areas. Vietnam's agriculture reached an export value of US\$36.5 billion in 2017, and sector growth of 3.05% expected, export value in 2018 was approximately US\$40.5 billion.

Tourism is also a major contributor Viet Nam's growing economy, and is highly dependent on critical infrastructure like roads, ports and airports, is also a significant contributor to the country's income. Tourism accounted for 5.9 % of national GDP in 2017 (USD 12.9 Billion)². In 2018, Viet Nam received 12,922,151 international tourist arrivals³ resulting in significant contribution to direct and indirect employment totaling to 4,061,000 jobs or 7.6% of total employment.

Hazards and Disasters

Viet Nam's cities, population and economy are exposed to the impact of small but frequent as well as large scale disasters especially those caused by typhoons and flooding. According to the Centre for Research on the Epidemiology of Disasters, Viet Nam recorded a total of 101 typhoon-induced disasters and 80 flood induced disasters from 1916-2016.

In 04 November 2017, Viet Nam's deadliest storm of the year, Typhoon Damrey, has severely affected 15 provinces across the Central and South-Central regions of the country, causing widespread flooding and destruction. An estimated 4.3 million people are affected, including 400,000 people who

¹ Source: <https://www.pwc.com/vn/en/publications/2018/pwc-Viet Nam-future-of-asean-Viet Nam-perspective.pdf>

² <https://www.wttc.org/-/media/files/reports/economic-impact-research/countries-2018/Viet Nam2018.pdf>

³ <http://Viet Namtourism.gov.vn/english/index.php/items/12453>

require humanitarian assistance⁴. The losses amounted to VND 22,679 billion (roughly USD 1 Billion)⁵.

II. OBJECTIVE AND SCOPE OF WORK

UNDP Viet Nam is working with the global Connecting Business Initiative to undertake a landscape assessment to gain a better understanding of the private sector needs and opportunities in Viet Nam in the context of disaster risks.

The results of this assessment will be used to complement existing studies in Viet Nam and will provide analytical inputs for policy makers. It may also potentially support scale-up of private sector partnerships on disaster management in Viet Nam, laying the foundation for strengthened private sector networks on disaster management in Viet Nam.

The landscape assessment will focus on the following areas relevant to the context of the country:

1. Disaster Risk Assessment

The landscape assessment will look at the disaster trends and the past and potential impacts of different types of hazards in Viet Nam, especially typhoons and floods, and how small but frequent and large-scale disasters induced by these hazards directly and indirectly affect the economy and businesses, including business operations, assets, supply chain, and personnel and other key elements of the private sector.

Given the nature of the predominant hazards in Viet Nam, the landscape assessment will focus on existing risk data, scenarios and studies on typhoons and floods, as well as early warning systems and other relevant disaster management tools developed for the country, their features and how these are being utilized by the private sector for building disaster resilience, disaster preparedness and response, and recovery.

2. Policy and Institutional Analyses

The assessment will include gathering and analyzing the existing government policies and legal frameworks on disaster management (resilience building, preparedness and response, and recovery) especially those that affect the participation of or impact the private sector, as well as map out the roles and opportunities for the private sector specified within these legal documents.

Private sector, depending on its size and nature of business, are differentially involved in disaster management issues. The roles of private sector will be different in response, recovery and preparedness. The business continuity plans will be critical during response phase, innovations in risk reduction will be important in recovery phase, and development investment will be the key in preparedness activities.

With a balanced approach of legislation, incentive mechanisms, and role of other stakeholders, e.g. civil society, media, the private sector's engagement will also be important for legislation issues in the engagement process. It should be noted that private sector can play a major role in the international

⁴ <https://cerf.un.org/news/story/cerf-releases-us-4-million-help-people-affected-typhoon-damrey-viet-nam>

⁵ [VDMA. 2017 Annual Disaster Impact Report.](#)

level for framework development; can influence policy and legislation development at national level by participating in national platforms and can also influence local authorities through urban related issues-such as business continuity or safety standards-and rural development businesses. Therefore, a much closer interaction between private sector and government is needed to ensure appropriate risk reduction strategies, adequate measures for implementation of protection and security measures.

The assessment will also map out the government institutions and international actors and partners working with the private sector in various phases of disaster management (before and after a disaster). These sets of information will be used to determine current capacities, as well as identify opportunities and gaps for private sector engagement on various phases of disaster management.

3. Stakeholder Assessment: Private Sector's Role in Disaster Management

The assessment will also look into the past and current roles of the private sector entities in disaster management in the context of Viet Nam in terms of 1) building disaster resilience, 2) disaster preparedness and response and 3) recovery. This is to identify the major actors from the private sector (champions), the types of support and actions previously done, the setup of providing support, the key partners and stakeholders, the gaps and opportunities for private sector engagement in disaster management.

The report should analyze the role of the public sector and private sector in disaster communication, risk reduction, and risk transfer. This should include looking at the framework of disaster financing, including opportunities and policy frameworks for disaster insurance. The study should also highlight opportunities and challenges in providing protection against disasters. This should include highlighting opportunities to improve public-private partnerships for disaster financing particularly in the areas of disaster communication, risk reduction and risk transfer. It should also briefly document specific local good practice by individual firms/corporations or other relevant stakeholders.

4. Small and Medium Enterprises and Supply Chain Resilience

Given the large number of SMEs in Viet Nam, they have become more integrated in the local, national and international supply chains and their resilience will be of great advantage to the country. The assessment will look particularly at the effect of disasters on SMEs particularly those that support the large corporations in Viet Nam, as well as their resilience strategies of SMEs and corporations, in order to analyze the existing practices and gaps in supply chain resilience.

More specifically, agriculture and especially the manufacturing of food products and beverages and tourism sectors will be highly critical in these analyses mostly due to their strong backward and forward linkages, their strong interlinkages with local and global production networks, their significant share in overall income and their labor-intensive characteristics.

Furthermore, it is also important that by focusing on these sectors, economic structures of regions/provinces will be effectively monitored, and necessary policy prescriptions will be provided for these regions/provinces development prospects in an analytical framework. Last but not the least, formality and informality in private enterprises-especially SMEs-will be examined to understand the current picture and to develop appropriate policy tools to ensure their sustainability in their business activities including production networks.

5. Quick Recovery of Critical Infrastructure

The assessment will also look into the resilience building, disaster mitigation and preparedness measures as well as preparation for quick recovery of both government and privately owned and operated critical infrastructure, particularly those where private sector entities rely on for its normal operations and during emergencies. To narrow the focus, this can be done for a particular major city in the country where a large percentage of the national private sector entities are concentrated, and

will look mainly at likely recovery of infrastructure: telecommunication and transportation (ports, airports, roads, transport hubs, etc) and water and sanitation

III. METHODOLOGY

UNDP expects that the consultants follow a qualitative approach and utilize a mix of data collection tools such as desk review, interviews, focus-group discussions and observations from a field visit (tentatively Quang Nam province in central Viet Nam). It will be implemented together with UNDP Viet Nam and pre-identified champions in the country (like Viet Nam Chamber of Commerce and Industries, Viet Nam Disaster Management Authority, and other bodies).

The consultants are expected to propose a methodology with a clear intent to provide credible information to the assessment areas. The proposed methodology will need to ensure that the information collected is valid, reliable and sufficient to meet the assessment objective and that the analysis is logical, coherent and complete. At the same time, triangulation principles (utilizing multiple sources of data and methods) should be applied in order to validate findings.

In the proposed methodology, the consultants will need to provide the followings: 1) what information should be collected, 2) from which sources / or stakeholders it should be collected, 3) for what purpose it should be collected and 4) how the collected data will be analyzed in order to answer the assessment questions. The consultants are expected to submit this matrix as part of the inception report.

IV. DELIVERABLES

The consultant team is expected to deliver the following deliverables:

# deliverable	Deliverables	Due date (2019)
1	An Inception Report explaining the assessment methodology including the approach, data collection tools, analysis framework, workplan, field-visit schedule and proposed human resources	By 29 May
2	The draft Assessment Report (English)	By 29 June
3	Presentation (English) at a workshop (to be held in May 2019) and collection of comments and feedback to improve the final report.	By 30 July
4	The final Assessment Report (English) (According to format in Annex 1)	By 15 August

The primary deliverable can be in the form of an executive summary and a main report, which is aided by data and maps.

Another key output of the landscape assessment are the recommendations towards building a private sector network on disaster management in Viet Nam, as detailed in Annex 1, Chapter 4.

Annexes will include the following:

1. Database of chambers, corporations and entities engaged in disaster management
2. Database of laws and legal frameworks
3. Database of government institutions, international actors and partners working with private sector entities on disaster management in Viet Nam
4. Set of good practices on individual and collective private sector action on disaster management
5. Set of good practices on SME resilience
6. Set of existing tools in Vietnam that can help private sector work on disaster management

7. Other relevant information and databases from the conduct of the landscape assessment

V. DURATION OF ASSIGNMENT and Duty Station

The assignment will be undertaken from April to August 2019. The consultants are not required to work from the UNDP office, but will be required to attend meetings as required.

The team leader will have ~~maximum-estimated~~ 20 days of work while the team member will have estimated 22 days of work.

Duty Station: Ha noi and selected Province(s)

VI. SUPERVISION AND MONITORING

The consultants will work under the management of and report to UNDP Emergency and Recovery Program Analyst. This assignment will be technically supervised by UNDP Senior Technical Advisor on Disaster Risk Reduction and Climate Change Adaptation.

VII. DEGREE OF EXPERTISE AND QUALIFICATIONS

The consultants are responsible to report on the team's working progress and submit all the required deliverables to UNDP.

Selection criteria and qualification requirement for team leader (International consultant):

- Master degree or higher qualification in economics, business administration, disaster management, water resource management or other related fields – 100 points
- Strong understanding of national legislations, policies and programs for disaster management, private sector development, business / enterprise operations, especially in agriculture and tourism industries– 200 points
- Experience working with the private sector, business associations, business forums, VCCI, or with international organisations, government organisations, relevant ministries in DRR for the private sector – 300 points
- English proficient writing skill – 100 points
- Experience working with Vietnam's disaster management system including international organisations and INGOs is an advantage – 100 points
- Proven research or assessment experience in identifying the needs of agriculture and tourism industry businesses for DRR, their roles and contributions to disaster management – 200 points.

Selection criteria and qualification requirement for team member (national consultant):

- Bachelor degree or higher qualification in economics, business administration, disaster management, water resource management or other related fields – 100 points
- Strong understanding of national legislations, policies and programs for disaster management, private sector development, business / enterprise operations, especially in agriculture and tourism industries– 200 points
- Experience working with the private sector, business associations, business forums, VCCI, or with international organisations, government organisations, relevant ministries in DRR for the private sector – 300 points
- English-Vietnamese translation and interpretation skill – 100 points

- Experience working with Vietnam's disaster management system including international organisations and INGOs is an advantage – 100 points
- Proven researches or assessment experience in identifying the needs of agriculture and tourism industry businesses for DRR, their roles and contributions to disaster management – 200 points.

VIII. ADMIN SUPPORT AND REFERENCE DOCUMENTS

UNDP will provide administrative support to the consultant team during data collection / interviews / consultations in Hanoi and in the field. UNDP will transfer reference documents to the consultants after the contract is signed.

IX. PAYMENT TERMS

Fee will be made after the contract deliverables are accepted by UNDP.

- 50% of the fee will be paid after deliverable # 2 (draft report)
- 50% of the fee will be paid and liquidated upon satisfaction of deliverables.

The consultants must send a financial proposal based on Daily Fee using UN-EU cost norm 2017. The consultants shall quote an all-inclusive Daily Fee for the contract period. The term "all-inclusive" implies that all costs (professional fees, communications, consumables, etc.) that could be incurred by the individual consultants in completing the assignment are already factored into the daily fee submitted in the proposal.

Travel costs ~~and daily allowance cost in~~ to the provinces ~~for both IC and NC~~ will be provided separately by UNDP as applied using UN-EU cost norm. Per diem to provinces for NC will be provided separately by UNDP.

X. CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES

☒ NONE ☐ PARTIAL ☐ INTERMITTENT ☐ FULL-TIME

XI. APPLICATION

~~For International consultant: Interested candidates can submit as one team (one leader and one member), or submit individually.~~

~~Interested candidates are required to send~~

~~(1). A technical proposal (English) explaining the assessment methodology including: the required number of days in (i) Ha Noi and (ii) identified province(s), the assessment approach, data collection tools, analysis framework, workplan, field-visit schedule if necessary, proposed human resources, and~~

~~(2.) a financial bid as per template-~~

~~3.~~

~~Technical proposal (English)~~

~~Financial bid (English)~~

CV (English)

For National Consultant:

1. CV

2. Financial offer as per template

Đã định dạng: Không dấu hay số đầu dòng

Đã định dạng: Đánh số + Mức: 2 + Kiểu Đánh số: 1, 2, 3, ...
+ Bắt đầu từ: 1 + Căn chỉnh: Trái + Căn tại: 0" + Thụt lề: 0.25"

Đã định dạng: Không dấu hay số đầu dòng

Annex 1: Report on Landscape Assessment on Private Sector's Engagement in Disaster Management in Viet Nam

Acronyms

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Case Study 1: Disaster Impacts and Opportunities for Building the Resilience of Agricultural Businesses
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Case Study 2: Disaster Impacts and Opportunities for Building the Resilience of Tourism Businesses

4. POTENTIAL FOR A PRIVATE SECTOR NETWORK ON DISASTER MANAGEMENT

Based on its findings, the assessment will come up with recommendations towards building a private sector network on disaster management in Viet Nam, focused on the following:

- a. The mission, objectives and scope of the private sector network
- b. The network model including the governance structure and hosting arrangement, visavis the local context of Viet Nam
- c. The potential champion corporations and institutions for the network
- d. The potential roles of the network in various phases of disaster management
- e. Strategy for developing the network's membership base
- f. Strategy for building partnerships, including inclusion in the national as well as the UN disaster management structures
- g. A one-year workplan incorporating the initial activities of the network, and an impact measurement framework and metrics
- h. Building capacity to receive and disseminate early warning information on floods and typhoons from existing sources

5. CONCLUSION

ANNEXES

1. Database of chambers, corporations and entities engaged in disaster management
2. Database of laws and legal frameworks
3. Database of government institutions, international actors and partners working with private sector entities on disaster management in Viet Nam
4. Set of good practices on individual and collective private sector action on disaster management
5. Set of good practices on SME resilience
6. Set of existing tools in Vietnam that can help private sector work on disaster management
7. Other relevant information and databases from the conduct of the landscape assessment

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 donor 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.

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.

Annex V

FINANCIAL OFFER

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum ofVND (for National Consultant) and USD (for International Consultant)

This is a lump sum offer covering all associated costs for the required service (fee, meal, accommodation, travel, taxes etc).

Cost breakdown:

No.	Description	Quantity	Unit Rate (VND)	Total
1	Consultancy fee			
2	Out of pocket expenses			
2.1	Travel			
2.2	Per diem			
2.3	Full medical examination and Statement of Fitness to work for consultants from and above 65 years of age and involve travel – (required before issuing contract). *			
2.5	Others (pls. specify).....			
	TOTAL			

** Individual Consultants/Contractors who are over 62 years of age with assignments that require travel and are required, **at their own cost**, to undergo a full medical examination including x-rays and obtaining medical clearance from **an UN-approved doctor** prior to taking up their assignment.*

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

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

Dated this day /month of year

Signature

(The costs should only cover the requirements identified in the Terms of Reference (TOR) Travel expenses are not required if the consultant will be working from home).