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14 June 2019

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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

Country:	Viet Nam
Description of the assignment:	One International Expert for developing a full Program Document, comprising of a concept note, a completed program proposal, with and relevant annexes
Period of assignment/services (if applicable):	June – December 2019
Duty Station	Home-based, travel to Viet Nam would be required but would be discussed separately with UNDP CO and paid separately
Tender reference:	D-190603

1. Submissions should be sent by email to: [nguyen.thai.duong@undp.org](mailto:nguyen.thai.duong@undp.org) no later than:  
17.00, 21 June 2019 (Hanoi time).

With subject line:

**D-190603 - One International Expert for developing a full Program Document, comprising of a concept note, a completed program proposal, with and relevant annexes**

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:

- Updated CV to include qualifications/competencies and relevant past experience in similar projects and contact details of 2 professional referees who can certify your competencies, professionalism, quality of presentation and overall suitability to this TOR.
- Signed Letter to UNDP Confirming Interest and Availability
- Technical proposal (showing his/her understanding of the assignment requirements, proposed approach, proposed analytical framework or analysis tool)

### 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:

	Consultant's experience/qualification related to the services	Point
1	Postgraduate degree in Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields;	150
2	Having at least 12 years of technical experience in providing policy analysis and advices for Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields in Asia Pacific;	150
3	Substantial relevant experience in the management of climate change adaptation proposals for the above-mentioned fields;	150

4	Experience in the design and writing of similar programs with global funds, preferable Adaptation Fund, including: – Project design, management, and monitoring & evaluation; – Design of log frame with SMART indicators, work plan and budget formulation; – Working with multi-disciplinary teams, including local and expatriate technical experts;	200
5	Strong analytical skills for agriculture policy framework, climate change adaptation framework and theories of change; <b>Interview will be required for short-listed candidates</b>	250
6	Ability to work in different cultural settings and with a variety of stakeholders; culturally and gender sensitive.	100
<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 Security (BSAFE) 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.

<b>Installment of Payment</b>	<b>Deliverables</b>	<b>Approval should be obtained from</b>	<b>Percentage of Payment</b>
1 <sup>st</sup> Installment	A Concept Note fully developed, using standard concept note format of the Adaptation Fund	MARD, UNDP Viet Nam, UNDP's regional technical advisor	30%
2 <sup>nd</sup> Installment	A Program Document in full, including its main parts and any required annexes, using the standard program proposal of the Adaptation Fund, and ready for submission to the Adaptation Fund	MARD, UNDP Viet Nam, UNDP's regional technical advisor	30%
Final Installment	Final Program Document in Full, with feedback and comments from the Adaptation Fund addressed satisfactorily	MARD, UNDP Viet Nam, UNDP's regional technical advisor	40%

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

### GENERAL INFORMATION

<b>Post Title</b>	International Expert
<b>Consultancy service required</b>	One International Expert for developing a full Program Document, comprising of a concept note, a completed program proposal, with and relevant annexes
<b>Type of appointment</b>	Individual consultancy contract
<b>Duty Station</b>	Home-based, travel to Viet Nam would be required but would be discussed separately with UNDP CO and paid separately
<b>Duration</b>	Part-time, to be completed by 31 December 2019 Total estimated working days: 40
<b>Report to</b>	UNDP Viet Nam, Head of Climate Change and Environment Unit
<b>Technical supervision:</b>	UNDP Senior Technical Advisor on Disaster Risk Reduction and Climate Change Adaptation in Viet Nam

### 1. BACKGROUND

Viet Nam is among countries most vulnerable to impacts of climate change and is among the 10 countries most affected by natural disasters and climate extreme events over the period 1998-2017<sup>1</sup>. Climate change is occurring rapidly, with vivid demonstrations through extreme weather events including typhoons, floods, heat waves and cold spells.

The North-West of Viet Nam is vulnerable to multiple climate extreme events. Every year, floods, extreme cold spells, hailstorms and severe weather conditions occur in this region. Over the years, these climate-induced events happen more regularly, on a larger scale and with higher severity. For instance, the historical cold spell in January 2016 killed 7.605 cattle and destroyed nearly 5.000 hectares of vegetable and 6.000 hectares of rice in the mountainous provinces of the North-West.

Climate extreme events affect several sectors, but official statistics point out key impacts on agriculture (and horticulture and livestock in particular), which is the main source of livelihood for ethnic groups in the provinces of the North-West. While climate change is occurring, ethnic groups still have planting and animal farming techniques and practices that were inherited years ago. They also build houses and facilities in flood-prone slopes and mountains.

To ensure that the ethnic groups' production and practices are more resilient to adverse effects of climate change, the Government of Viet Nam approaches UNDP Viet Nam for helping North

<sup>1</sup> Global Climate Risk Index 2019

mountainous provinces better adapt their agricultural production to climate change, sustaining the Government's poverty reduction outcomes achieved over the past decades in the provinces.

In line with the One Strategic Plan of the UN in Viet Nam for the period 2016-2021, UNDP Country Programme Document (CPD) for the period 2016-2021 underscores UNDP's focus on building community's and country resilience to climate and disaster risks, with a focus on empowering the poor and vulnerable groups. UNDP support will focus on application and scaling-up of gender-sensitive, community-based approaches, application of advanced technology, and vulnerability assessment tools to measure and track risks, integration of risks into development planning and investment.

UNDP will work with the Ministry of Agricultural and Rural Development and Ministry of Natural Resources and Environment and aim to submit a request for program funding to the Adaptation Fund that provides finances to projects and programmes that help vulnerable communities in developing countries adapt to climate change<sup>2</sup>. To achieve this aim, UNDP is now mobilising an external consultant team of one International Expert serving as the team leader, and one team member.

Reporting to the Head of the Climate Change and Environment Unit, the International Expert is responsible for developing a full program document, comprising of a program concept note, a program proposal and all relevant annexes. In this assignment, the International Expert will be directly assisted by one national team member who is contracted separately. The team will work closely with UNDP Climate Change Adaptation Technical Advisor, Feasibility Studies consultants, Technical Specialists and support staff.

## 2. CONSULTANCY SERVICE OBJECTIVE, SCOPE OF WORK

### Objective:

The main objective of this consultancy is to formulate a full Program Document, firstly including a concept note and subsequently a full program proposal and annexes that fully meets funding criteria of the Adaptation Fund, by 31 December 2019, in close cooperation with Government partners, UNDP staff, UNDP advisors, national consultants and technical specialists.

### Scope of work and key tasks:

#### A. Desk review:

- Proactively liaise with consultants and technical specialists and review documents, technical reports and Government reports on resilience of agriculture production, climate change adaptation in Northern mountainous provinces;
- Undertake an analysis of policy frameworks for climate change adaptation in agriculture and an analysis of production practices in agriculture, then identify gaps and constraints that can help inform a program concept note;
- Review information and updates on funding criteria and guidance on proposal submission from the Adaptation Fund, especially on good practices for adaptation in agriculture;

#### B. Consultations:

- Draft an analytical intervention framework that addresses key issues, questions and a theory of change that guides subsequent steps for an adaptation program for the North-West region of Viet Nam.
- Undertake consultations with key stakeholders, and UNDP consultants to validate identified gaps and constraints, and also to get their advices and suggestions on the drafted analytical framework;
- Interview with key informants / undertake focus-group discussions with ethnic groups to obtain their views, perception, and practices on crops and cattle farming in seeking answers to the questions in the drafted analytical framework;

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<sup>2</sup> <https://www.adaptation-fund.org/about/>

**C. Concept Note Design:**

- Propose a program concept note that well articulates a theory of change, that has components and goals clearly designed; that has innovative adaptation interventions; and that is specific to each sub-sector (crops, vegetable, cattle...);
- Undertake regular discussions with UNDP advisors, consultants and technical specialists, and Government partners to refine the program concept note
- Develop a full concept note using the standard concept note format of the Adaptation Fund<sup>3</sup>.

**D. Formulation of Program Document**

- From the successful concept note, further develop and write up a program proposal including full set of Annexes as part of the package for submission to the Adaptation Fund.
- Develop the results log frame according to the Adaptation Fund performance measurement framework;
- Develop the total budget and financial structure of the project and all main cost categories at the input level corresponding to all outputs and activities;
- Coordinate closely with the UNDP CO to prepare the procurement plan according to the UNDP template and project implementation timeline;
- Work closely with the CO colleagues to present the implementation arrangements, in accordance with UNDP's rules and regulations under the NIM (National Implementation Modality);
- Prepare a presentation for a consultative workshop in Hanoi gathering key stakeholders for final round of consultation.

**E. Finalization of Program Document**

- After receiving feedback and comments from the final consultative workshop and from the Adaptation Fund, finalize the Program Document in full, including its main parts and any required annexes using the standard program proposal of the Adaptation Fund<sup>4</sup>.
- Continue to support the program refinement process post-submission (further elaborate contents, respond to information requests or answer questions as may be raised by the Adaptation Fund on the Program Document).

**Reporting and Coordination line:**

- The International Expert (hired under UNDP's Individual Contract modality) will report directly to UNDP Viet Nam office, Head of Climate Change and Environment Unit
- The International Expert will facilitate necessary contributions by all national and international consultants assigned to respective tasks for program formulation for Viet Nam
- The International Expert will coordinate with other team members of program formulation team (Technical Specialists, MARD, MONRE, etc.), government counterparts and UNDP during the consultation and formulation process.
- The International Expert will need to work closely with UNDP CO and the Feasibility Study consultants for all the technical requirements of the program formulation process and in close coordination with BPPS/UNDP-GEF Regional Technical Advisor (BRH RTA) on Climate Change Adaptation, UNDP Senior Technical Advisor on Disaster Risk Reduction and Climate Change Adaptation in Viet Nam.
- UNDP CO will provide support for data collection, meetings, and provision of other

<sup>3</sup> <https://www.adaptation-fund.org/apply-funding/project-funding/project-proposal-materials/>

<sup>4</sup> <https://www.adaptation-fund.org/apply-funding/project-funding/project-proposal-materials/>

supporting functions and certify the quality of deliverables for payment.

### 3. TIMELINE FOR DELIVERABLES

The International Expert is to submit the following deliverables:

#	Deliverables	Timeline (2019)
1	A Concept Note fully developed, using standard concept note format of the Adaptation Fund	20 September
2	A brief report for a consultative workshop in Hanoi for final round of consultation	20 October
3	A Program Document in full, including its main parts and any required annexes, using the standard program proposal of the Adaptation Fund, and ready for submission to the Adaptation Fund	20 November
4	Final Program Document in Full, with feedback and comments from the Adaptation Fund addressed satisfactorily	31 December

### 4. ADMINISTRATION, REPORTING RELATIONSHIPS

UNDP will provide administrative support to the International Expert throughout the implementation of this consultancy service. However, he/she should be proactive in making appointments, organizing discussions and consultation meetings with key stakeholders.

The International Expert will report to the Head of Climate Change and Environment Unit, UNDP Viet Nam.

### 5. DURATION

The contract duration is from date of signature to 31 December 2019. Maximum number of working days is: 40 days

### 6. SELECTION CRITERIA

The successful candidate will have an academic and professional background in Agriculture, Agronomy, Husbandry and Veterinary, Agriculture Economics, Rural Development, Development, Poverty Reduction or related fields with relation to climate change adaptation in Viet Nam as an advantage, strong technical skills in project design and management.

The following attributes are *essential*:

- A. Postgraduate degree in Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields;
- B. Having at least 12 years of technical experience in providing policy analysis and advices for Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields in Asia Pacific;
- C. Substantial relevant experience in the management of climate change adaptation proposals for the above-mentioned fields;
- D. Experience in the design and writing of similar programs with global funds, preferable Adaptation Fund, including:
  - Project design, management, and monitoring & evaluation;
  - Design of log frame with SMART indicators, work plan and budget formulation;
  - Working with multi-disciplinary teams, including local and expatriate technical experts;
- E. Strong analytical skills for agriculture policy framework, climate change adaptation



- framework and theories of change;
- F. Ability to work in different cultural settings and with a variety of stakeholders; culturally and gender sensitive.

*Desirable* criteria include:

- Work experience in the mentioned fields in Viet Nam
- Familiarity with technical issues related to adaptation, methods of cost-benefit analysis for adaptation options, identification of multiple benefits of adaptation, including, economic, social and gender related.

#### **Language and other skills:**

- Fluency in English both written and oral

### **7. PAYMENT**

The consultant must send a financial proposed fee for a total number of 40 working days.

- The proposed fee shall quote an all-inclusive budget for the contract period. The term “all-inclusive” implies that all costs (professional fees, communications, consumables, etc.) that could be incurred by the International Expert in completing the assignment are already factored into the fee.

Travel costs to Viet Nam, and to the North-West region of Vietnam, and associated per diem, should not be quoted. These costs will be provided separately by UNDP.

Payment schedule:

<b>Installment of Payment</b>	<b>Deliverables</b>	<b>Approval should be obtained from</b>	<b>Percentage of Payment</b>
1 <sup>st</sup> Installment	A Concept Note fully developed, using standard concept note format of the Adaptation Fund	MARD, UNDP Viet Nam, UNDP's regional technical advisor	30%
2 <sup>nd</sup> Installment	A Program Document in full, including its main parts and any required annexes, using the standard program proposal of the Adaptation Fund, and ready for submission to the Adaptation Fund	MARD, UNDP Viet Nam, UNDP's regional technical advisor	30%
Final Installment	Final Program Document in Full, with feedback and comments from the Adaptation Fund addressed satisfactorily	MARD, UNDP Viet Nam, UNDP's regional technical advisor	40%

### **8. PRESENCE REQUIRED ON DUTY STATION / UNDP OFFICE**

☒ NONE      ☐ PARTIAL      ☐ INTERMITTENT      ☐ FULL-TIME

### **9. APPLICATION**

The application should contain:

- Technical proposal (showing his/her understanding of the assignment requirements, proposed approach, proposed analytical framework or analysis tool)
- Financial proposed fee
- Updated CV to include qualifications/competencies and relevant past experience in similar projects and contact details of 2 professional referees who can certify your competencies, professionalism, quality of presentation and overall suitability to this TOR.

The International Expert will be evaluated based on the qualifications and the years of experience, as outlined in the qualifications/requirements section of the TOR. In addition, he/she will also be evaluated using the following methodology:

- Technical Criteria weight: 70%.
- Financial Proposed Fee weight: 30%.

**Technical Evaluation:** 70% of total evaluation (maximum 70 points)

No.	Technical criteria	Points
A	Postgraduate degree in Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields;	150
B	Having at least 12 years of technical experience in providing policy analysis and advices for Agriculture, Agronomy, Husbandry and Veterinary, Agricultural Economics, Rural Development, Development or related fields in Asia Pacific;	150
C	Substantial relevant experience in the management of climate change adaptation proposals for the above-mentioned fields;	150
D	Experience in the design and writing of similar programs with global funds, preferable Adaptation Fund, including: <ul style="list-style-type: none"> <li>– Project design, management, and monitoring &amp; evaluation;</li> <li>– Design of log frame with SMART indicators, work plan and budget formulation;</li> <li>– Working with multi-disciplinary teams, including local and expatriate technical experts;</li> </ul>	200
E	Strong analytical skills for agriculture policy framework, climate change adaptation framework and theories of change; <b>interview will be required for short-listed candidates</b>	250
F	Ability to work in different cultural settings and with a variety of stakeholders; culturally and gender sensitive.	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.

## Annex V

## FINANCIAL OFFER

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of .....VND (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 (USD)	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).....			
	<b>TOTAL</b>			

*\* 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).*