



Enhancing Access to Justice through Institutional Reform (A2J) Project



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE Business Human Rights Assessment -Lead Consultant -1

A2J/UNDP/IC/01/2020

Date: 04 June 2020

Country: Nepal

Objective of the assignment: The objective of the assignment is to conduct and analyze the results of the C19 Business Due Diligence Assessment which aims to assess the human rights conditions in the private sector during the COVID-19 pandemic. In particular, the assessment aims to:

- Assess the capacity of private sectors in terms of human rights compliance in response to the C-19, specially on the issues related to job security, protective measures, health related precautions, rights of disabled, women and marginalized people, environment and community impact, non-discrimination and gender equality and social inclusion;
- Assess the protective measures taken by private sectors for their employees and other stakeholders;
- Assess the actual and potential impact of the government measures on the business sector and its workers and employees;
- Assess the needs of the businesses in sustaining their businesses and protecting the rights of its employees, business partners, and other stakeholders;
- Communicate how businesses and governments are assessing and will be addressing the issues resulting from C-19 pandemic; and
- Strengthen internal awareness of the due diligence measures in response to C-19 crisis.

Number of consultant required: Lead Consultant

Project name: Enhancing Access to Justice through Institutional Reform (A2J) Project

Period of assignment/services (if applicable): A total of **20 working days** commencing from **16 June 2020** –15 July 2020.

Duty Station: Kathmandu, Nepal

Proposal should be submitted at the following email address of ***Enhancing Access to Justice through Institutional Reform (A2J) Project*** mentioning procurement notice reference number A2J/UNDP/IC/01/2020

Email address: **covid19rad@a2jnepal.org**

Babarmahal, Kathmandu, Nepal Tel: 977-01-4238303, 01-4238309

Ref.: A2J/UNDP/IC/01/2020 Consultant for Business Human Rights Assessment not later than 15:00 hours (Nepal Standard Time) of 12 June 2020.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail: **ratna.shrestha@a2jnepal.org** mentioning Procurement Notice Ref: **A2J/UNDP/IC/01/2020 Consultant for Business Human Rights Assessment before 09 June 2020.**

The procurement unit will respond to the inquiries by **10 June 2020**, in writing, including an explanation of the query without identifying the source of inquiry, to all consultants or via email.

Inquiries received after the above date and time shall not be entertained.

Any delay in A2J/UNDP's response shall be not used as a reason for extending the deadline for submission, unless A2J/UNDP determines that such an extension is necessary.

1. Background, Significant of the assignment, Duties and Responsibilities, Core values and guiding principles

Please refer to the attached ToR



2. Required Qualification, Experiences and Skills

I. Lead Consultant:

Education:	Master's degree preferably in Economics, Business Administration, human rights, law, sociology, or a related field.
Experience:	<p>At least 8 years of experiences are required in the field of Economics, Business Administration, human rights, corporate social responsibility, and business human rights assessment.</p> <p>Previous experience of leading the assessment, evaluation and or research/studies of the business and corporate sector</p> <p>Having experience/knowledge on UN Guiding Principles on Business and Human Rights is preferable</p> <p>Experience of analytical report writing</p> <p>Previous experience of working with the Federation of Nepali Chamber of Commerce and Industry (FNCCI) and private sector is desirable.</p>
Computer Skills	Proficiency in Microsoft Words, Excel, and Presentation as well as online communication tools/ platforms is required.
Language Requirements:	Proficiency in spoken and written English and Nepali is required.

3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSAL

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

To be included as part of the proposal:

- A cover letter with a brief presentation of your consultancy explaining your suitability for the work;
- A brief methodology on how you will approach and conduct the work (*limit to under 1500 words*);
- All legal documents i.e. VAT registration, Tax clearance certificate and latest audited financial reports etc.

2. Financial proposal

- Financial proposal indicating a lump sum consultancy fee for the deliverables as per the TOR

3. P11 Form (attached as Annex 3) including past experience in similar projects and at least 3 references.

Note:

- a. The candidate has to be an independent consultant (If the candidate is engaged with any organization, the organization employing the candidate will be issued with a Reimbursable Loan Agreement (RLA) to release the employee for the consultancy with A2J/UNDP).
- b. Due to sheer number of applicants, the procurement unit will contact only competitively selected consultant.



4. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and*
- b) Having received the highest score out of a pre-determined set of weighted technical and financial Criteria specific to the solicitation.*

** Technical Criteria weight; 70%*

** Financial Criteria weight; 30%*

Only candidates obtaining a minimum of 49 points in the technical evaluation would be considered for the Financial Evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>	70%	70
Criterion A: <ul style="list-style-type: none">Requerid academice quilificaci3n as mentioned in section 2 of the abvoe	25%	25
Criterion B: <ul style="list-style-type: none">Minimum working exeriencies as mentioned in section 2 of the above	30%	30
Criterion C: <ul style="list-style-type: none">Excellent analytical and English writing skills including computer and language skills	15%	15
<u>Financial</u>		
<ul style="list-style-type: none">Lowest financial proposal	30%	30

Contract will be awarded to the technically qualified consultant who obtains the highest combined score (financial and technical). The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered*}}{\text{Bid of the Consultant}} \times 30$$

* "Lowest Bid Offered" refers to the lowest price offered by Offerors scoring at least 70% points in technical evaluation.

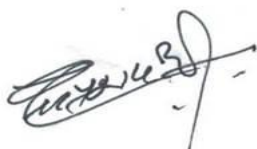
ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONSULTANT

ANNEX 3- P11 Form

ANNEX 4 - OFFEROR'S LETTER TO A2J/UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT





Empowered lives.

Terms of Reference

I. Position Information

Title: Lead Consultant for Human Rights Rapid Assessment of Business Sector

Department/Unit: Access to Justice through Institutional Reform Project (A2J Project)

Duty Station: Kathmandu, Nepal

Duration of Assignment: 30 Days (20 Working Days)

Expected Starting/ Completion Date: 16 June – 15 July 2020

II. Background Information

Access to Justice through Institutional Reform Project (A2J Project) at UNDP Nepal Country Office, funded by Royal Norwegian Embassy, works on the reform of the legal aid system, supporting national efforts of reform and coordination in the justice sector and implementation of constitutional provisions on fundamental rights through legislative reform, implementation of the newly adopted criminal and civil legislations, and in particular on enhancing the access to justice at the local level. In addition, A2J also works with private sectors to provide comprehensive human rights protection by holding national and provincial level dialogues which aims to foster inclusive economic growth and business + human rights (B+HR).

The novel corona virus (COVID-19 or C-19) has put a serious toll on the wider economy of the societies around the world. The Government of Nepal (GoN) placed a nation-wide lockdown, closing all businesses except those of life essentials and healthcare, since March 24th, 2020. Most businesses are experiencing severe economic downturns; some on the verge of bankruptcy. These economic hardships pose life-threatening challenges to small private business owners, daily wage workers, women, marginalized people, and many more. Hence, it is crucial that GoN and development partners provide guidelines and relief measures for business owners to take responsible measures to protect the livelihoods and rights of the employees as well as for the business owners themselves.

A2J Project, in coordination with Federation of Nepalese Chamber of Commerce and Industries (FNCCI), supports businesses to take rapid self-assessment or assisted assessment of the human right due diligence measures taken and impact of C-19 on the operation of businesses and protection of human rights. The

rapid assessment will be based on UNDP's Human Rights Due Diligence and COVID-19: Rapid Self-Assessment for Business (C19 Rapid Self-Assessment). Human rights impact assessments are critical in formulating a strategic approach both for businesses and government based on risks and opportunities posed by the pandemic. As many businesses are severely suffering from the extended lockdowns, this assessment is crucial in collecting information about the businesses needs and their responsibilities in protecting their employees' human rights. Based on the information collected from the assessment, the Project will work with FNCCI and respective ministries of the government to provide necessary information, guidance, and relief measures to protect the livelihoods and human rights of the business owners and their employees.

III. Objective of the Assignment

The objective of the assignment is to conduct and analyze the results of the C19 Business Due Diligence Assessment which aims to assess the human rights conditions in the private sector during the COVID-19 pandemic. In particular, the assessment aims to:

- Assess the capacity of private sectors in terms of human rights compliance in response to the C-19, specially on the issues related to job security, protective measures, health related precautions, rights of disabled, women and marginalized people, environment and community impact, non-discrimination and gender equality and social inclusion;
- Assess the protective measures taken by private sectors for their employees and other stakeholders;
- Assess the actual and potential impact of the government measures on the business sector and it's workers and employees;
- Assess the needs of the businesses in sustaining their businesses and protecting the rights of its employees, business partners, and other stakeholders;
- Communicate how businesses and governments are assessing and will be addressing the issues resulting from C-19 pandemic; and
- Strengthen internal awareness of the due diligence measures in response to C-19 crisis.

IV. Major Tasks and Scope of Work

Since the lockdown has been extended till June 2nd, 2020 and also the possibility of the further extension, the assignment will be done virtually using emails, online communication platforms such as Zoom, online survey tools such as Google Survey. If the lockdown is eased or lifted during the duration of the contract, the consultant may work offline. Further details of the work modality will be discussed upon recruitment.

Note: The Lead Consultant will be support by B+HR Expert Consultant

Formulation of the C19 Business Due Diligence Assessment

A2J Project will provide the C-19 Business Due Diligence Assessment based on the UNDP's Human Rights Due Diligence and COVID-19: Rapid Self-Assessment for Business (C19 Rapid Self-Assessment) and is contextualized to Nepali context. However, the consultant is encouraged to work with the Project in finalizing the assessment tool and provide expertise inputs on business and human rights in C-19 context in Nepal.

Distribution and Implementation of the C19 Business Due Diligence Assessment

In coordination with FNCCI, distribute the C19 Business Due Diligence Assessment tool to the business owners, providing them with detailed explanation of how to use the assessment tool and provide guidance whenever requested. Encourage the business owners to conduct the assessment on their own to take ownership over the business human rights issues. However, if business owners lack capacity – technical, human resource, or others – to conduct the assessment on their own, arrange phone calls, online meetings using platforms such as Zooms, or conduct accessible surveys using Google Survey to collect data.

Data Collection and Analysis of the Assessment

The consultant is responsible for collecting the results of the assessment distributed. The data collected must be organized into a clear, accessible, and easily comprehensible format and shared with the Project. Based on the assessment results, the consultant must analyze the issues and challenges identified through the assessment and provide a summary of the assessment results with recommendations.

Confidentiality and data ownership

All data and information received for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of this Terms of Reference are assigned to the A2J Project. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed written authorization of the A2J project.

Scope of work

In consultation with FNCCI, the assessment will cover the key areas of business/corporate sector such as; healthcare, services, hospitality, manufactures etc. The issues such as; health and security, labor rights, environment, privacy, corporate policy and management, stigma and discrimination, gender equality and social inclusion, and coordination will be incorporated in the assessment.

V. Deliverables:

Throughout the assignment, the consultant must communicate in a clear and timely manner with the Output Leader/Project Manager (the primary reporting channel) and the Portfolio Manager. As mentioned above, the major tasks of the consultant are to assess the business human rights situations in Nepal during the COVID-19 pandemic. In particular, the consultant is responsible to deliver the following:

- Finalized C-19 Business Due Diligence Assessment that is contextualized and accessible to the private sector in Nepal
- Clear timeline and work plan of the distribution of the assessment and data collection
- Distribution of the assessment in coordination with FNCCI

- Technical guidance to the business owners in conducting the self-assessment
- Assessment of the businesses if self-assessment is impossible
- Periodic reporting of the distribution progress (shared with the Project Manager)
- Documentation and organization of the data collected from the assessment
- Detailed summary and analysis of the assessment results

VI. Key Duties and Responsibilities

Key duties and responsibilities of the Lead Consultant will be:

- Lead the whole process of Rapid assessment of business and human rights in the business sector
- Finalize the assessment questionnaire in consultation with A2J Project, FNCCI and concerned agencies
- Provide orientation on the assessment questionnaire and process of the assessment to the business sector
- Coordinate with the business and human rights expert, A2J Project, FNCCI and concerned government agencies as necessary
- Conduct human rights assessment of the selected business sector
- Ensure the accuracy and quality of the information and data collected
- Ensure the high quality of the report
- Prepare detailed report along with analysis of the assessment results

VII. Consultancy details and terms

Total Duration of Assignment: 30 days (20 Working Days)

Rate: per day

DSA: NO

Travel: NO

Local Travel: N/A

Mode of Payment: The payment will be made on deliverable basis as mentioned breakdown of cost details in annex 4.

VIII. Recruitment of Consultants and Qualifications

(i) Lead Consultant –

Education:	Advanced master's degree preferably in Economics, Business Administration, human rights, law, sociology, or a related field.
Experience:	At least 8 years of experiences are required in the field of Economics, Business Administration, human rights, corporate social responsibility, and business human rights assessment.

	<p>Previous experience of leading the assessment, evaluation and or research/studies of the business and corporate sector</p> <p>Having experience/knowledge on UN Guiding Principles on Business and Human Rights is preferable</p> <p>Experience of analytical report writing</p> <p>Previous experience of working with the Federation of Nepali Chamber of Commerce and Industry (FNCCI) and private sector is desirable.</p>
Computer Skills	Proficiency in Microsoft Words, Excel, and Presentation as well as online communication tools/ platforms are required.
Language Requirements:	Proficiency in spoken and written English and Nepali is required.

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONSULTANT

Article 1: Independent Relationship

- 1.1 Nothing contained in the contract shall be construed as establishing or creating between A2J PROJECT and the Consultant the relationship of master and servant or principal and agent, it being understood that the Consultant is an independent person vis-à-vis A2J PROJECT.

Article 2: Consultant General Responsibilities

- 2.1 The Consultant shall carry out tracking and translation with due diligence and efficiency and in conformity with the highest standards of professional and ethical competence and integrity.
- 2.2 The Consultant shall be responsible for the professional and technical work carried out by him in the implementation.

Article 3: Workmen's compensation and other insurance

- 3.1 The Consultant shall make his own arrangements regarding insurance for medical expenses and for accident, death and permanent disability for the period of this contract. All costs involved will be borne by the consultant

Article 4: Source of Instruction

- 4.1 The **Consultant** shall neither seek nor accept instructions from any authority other than A2J PROJECT and UNDP's authorized agent in connection with the work.

Article 5: Prohibition on conflicting activities

- 5.1 The **Consultant** shall ensure that he will not directly/indirectly engage in any activity that would conflict with those of A2J PROJECT in respect of this project.

Article 6: Officials not to benefit

- 6.1 The **Consultant** warrants that no UNDP or A2J PROJECT official has been or will be admitted by him to any direct/indirect benefit arising from this contract.

Article 7: Assignment

- 7.1 The **Consultant** shall not assign, transfer, pledge or make other disposition or any other parts thereof or rights, claims or obligations under this contract, without prior written approval of A2J PROJECT.

Article 8: Records, Accounts, Information and Audit

- 8.1 The **Consultant** shall maintain accurate and systematic records and accounts in respect of the work to be performed under this contract.
- 8.2 The **Consultant** shall furnish, compile or make available at all times to A2J PROJECT and UNDP any records or information, oral or written, which A2J PROJECT may reasonably request for in respect of the work to be performed.

Article 9: Language

- 9.1 Unless otherwise specified in this contract, English language shall be used by the **Consultant** in all written communications to A2J PROJECT with respect to the services rendered and with respect to all documents procured or prepared pertaining to such services.

Article 10: Equipment of Property

- 10.1 Equipment or property furnished to the **Consultant** with funds supplied or reimbursed by A2J PROJECT or its agent shall be the property of A2J PROJECT and such equipment shall be returned to the duly authorized official of A2J PROJECT upon completion of the services, conclusion of this contract or upon termination thereof or when no longer required by the **Consultant**. Such equipment or property when returned to A2J PROJECT shall be in the same condition as when delivered to the **Consultant**, subject to normal wear and tear. The **Consultant** shall in any event, be liable to A2J PROJECT for the loss of or damage to such equipment or property through his fault or negligence.

Article 11: Confidential Nature of Documents

- 11.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the **Consultant** under this contract be the property of A2J PROJECT, shall be treated by him/her as confidential and shall be delivered only to the duly authorized officials on completion of work under this contract. Under no circumstances shall the contents of such documents or data be made known to any unauthorized person without written approval of A2J PROJECT and UNDP. Subject to the provision of this article, the **Consultant** may retain a copy of the document (s) produced by him for his record.

Article 12: Amendments

- 12.1 The terms and conditions of this contract may amended only in writing signed by both parties to this contract or their duly authorized representatives.

Article 13: Obligation to inform A2J PROJECT of changes in conditions

- 13.1 The **Consultant** shall promptly and fully notify A2J PROJECT in writing of any conditions which interferes, or threatens to interfere, with successful carrying out of the services under this contract. Such notice shall not however relieve the **Consultant** of his obligations to continue to provide services under this contract. On receipt of such notice, A2J PROJECT shall take such action as in its sole discretion it considers to be appropriate or necessary under the circumstances.

INSTRUCTIONS Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.		PERSONAL HISTORY FORM (for Project Personnel) Position Applied:			
1. Family Name		First Name		Middle name	Maiden name, if
2. Da Mo Yr Date of Birth		3. Place of Birth	4. Nationality (ies) at birth	5. Present nationality (ies)	6. Sex
7. Height	8. Weight	9. Marital status Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/>			
10. Permanent address		11. Present Address (if different)		12. Office Telephone No.	
Telephone No.		Telephone No.		Office Fax No.	
Fax No.		Fax No.		Office E-mail No.	
13. Do you have a spouse and/or children? YES <input type="checkbox"/> NO <input type="checkbox"/> if the answer is "yes", give the following information:					
NAME	Date of birth	Relationship	NAME	Date of birth	Relationship

14. Have you taken up any legal permanent status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", which country?								
15. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", explain fully:								
16. Are any of your relatives employed by a public international organization? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", give the following information:								
NAME	Relationship		Name of International Organization					
17. WHAT IS YOUR PREFERRED FIELD OF WORK?								
18. KNOWLEDGE OF LANGUAGES. What is your mother tongue?								
OTHER LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND	
	Easily	Not Easily	Easily	Not Easily	Fluently	Not Fluently	Easily	Not Easily
19. For clerical grades only <i>Indicate speed in words per minute</i>					<u>List any office machines or equipment you can use</u>			
Typing	English	French	Other languages					

Shorthand				
-----------	--	--	--	--

UCATIONAL. Give full details - N.B. Please give exact titles or degree in original language.

A. UNIVERSITY OR EQUIVALENT Please do not translate or equate to other degrees.

NAME, PLACE AND COUNTRY	ATTENDED FROM/TO		DEGREES and ACADEMIC DISTINCTIONS OBTAINED	MAIN COURSE OF STUDY
	Mo./Year	Mo./Year		

B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g. high school, technical school or apprenticeship)

NAME, PLACE AND COUNTRY	TYPE	ATTENDED FROM/TO		CERTIFICATES OR DIPLOMAS OBTAINED
		Mo./Year	Mo./Year	

21. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS

22. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (Do not attach)

23. EMPLOYMENT RECORD: Starting with your present function, list in reverse order every employment you have had. Use a separate block for each FUNCTION. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last and present FUNCTION.

A. PRESENT FUNCTION (LAST FUNCTION, IF NOT PRESENTLY IN EMPLOYMENT)

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:

	NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES		

PGE 4

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEA R	MONTH/YEA R	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	
			NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:			TYPE OF BUSINESS:	
ADDRESS OF EMPLOYER:			NAME OF SUPERVISOR:	

	NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:	REASON FOR LEAVING:
DESCRIPTION OF YOUR DUTIES		

PAGE 5

24. DO YOU HAVE ANY OBJECTIONS TO OUR MAKING ENQUIRIES OF YOUR PRESENT EMPLOYER? YES <input type="checkbox"/> NO <input type="checkbox"/>		
25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer if "yes", WHEN?		
26. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications. <i>Do not repeat names of supervisors listed in item 24.</i>		
FULL NAME	FULL ADDRESS	BUSINESS OR OCCUPATION
27. STATE ANY OTHER RELEVANT FACTS IN SUPPORT OF YOUR APPLICATION. INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.		
28. 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 <input type="checkbox"/> NO <input type="checkbox"/> If "yes", give full particulars of each case in an attached statement.		

29. 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 Project 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 Project.

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

**Ref. No.: A2J/UNDP/IC/01/2020: Business Human Rights Assessment National
Consultant**

Date _____

Enhancing Access to Justice through Institutional Reform (A2J) Project

Babarmahal, Kathmandu, Nepal Tel: 977-01-4238303, 01-4238309

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 Personal History Form (P11) 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 : *[pls. 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 2;
- 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 *[pls. 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, pls. 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.

Full Name and Signature:

Date Signed:

Annexes *[pls. check all that applies]:*

- ☐ Duly signed P11 Form
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

BREAKDOWN OF COSTS

SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components: **(Please use only the applicable cost headings)**

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees	days	20	
Total cost before VAT			
13% VAT			
Total cost with 13% VAT			
II. Field visits outside Kathmandu	Applicable travel cost will be borne by A2J for field missions if it is required.		

A. **Breakdown of Cost by Deliverables***

Deliverables	Percentage of Total Price (Weight for payment)	Amount
Upon the submission of the inception report	20%	
Upon the submission of the first draft of the report and	50%	
Upon the submission of the final report	30%	
	100%

**Basis for payment tranches*