

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

07 November 2018

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<b>Country:</b>	<b>Tajikistan</b>
<b>Programme/Project name:</b>	<b>UNDP Disaster Risk Management Programme/Strengthening Disaster Risk Reduction and Response Capacities.</b>
<b>Description of Assignment:</b>	<b>International Consultant on Meteorological Capacity Building (re-announced)</b>
<b>Period of assignment/services:</b>	<b>40 working days during December 2018 – July 2019</b>
<b>Duty station:</b>	<b>Home-based, with two missions to Dushanbe, Tajikistan (duration of the missions 10 days each)</b>
<b>Type:</b>	<b>Individual Contract (International Consultancy)</b>
<b>Deadline:</b>	<b>26 November 2018 - <b>deadline is extended</b></b>

### *Application procedures:*

Interested candidates are strongly encouraged to apply online via website [www.jobs.undp.org](http://www.jobs.undp.org):

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload Personal CV or Resume. (If you already have a registered account, please use your login and password for further applying)
- Further, in the list of announced vacancies click on apply link beside the Vacancy post. You will be receiving a confirmation e-mail in short period to the address indicated in your account.
- Additional documents should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org), for proper evaluation:
  - Proposal:
    - stating your interest and qualifications for the advertised position
    - provide a brief methodology on how the consultant will approach and conduct the work
  - Financial proposal
  - Personal CV including past experience in similar projects and at least 3 references

Please note that incomplete applications will not be further considered. Please make sure you have provided all requested materials

Candidates should submit the above-mentioned documents by 10 November 2018 via e-mail to [ic.tj@undp.org](mailto:ic.tj@undp.org). Title of assignment should be written in the subject line of the email.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Tajikistan 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.

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## **PROJECT BACKGROUND**

In order to improve the knowledge and analysis capacity of the Agency of Hydrometeorology of the Committee of environment protection under the Government of Tajikistan (Hydromet) to understand the diversified weather phenomena, UNDP DRMP is seeking for a highly qualified expert to develop a comprehensive capacity building strategy/plan and to strengthen the meteorological and institutional capacities of Hydromet staff. Currently, Hydromet analyzed its own capacities and expressed interest in subjects below:

- Weather map analysis to deeply understand weather related phenomena which threat economic activities in Tajikistan especially agricultural industries;
- Weather forecast modeling to update knowledge and modeling patterns including other regions and countries, and to upgrade software and tools if necessary;
- Long-term seasonal forecast for early disaster-related warning in the future;

These efforts also address the Sendai Disaster Risk Reduction Framework endorsed in 2015 and invest in disaster risk reduction for building resilience in Tajikistan. Improved warning and risk avoidance are also likely to have a proportionally greater benefit for women and girls who are more likely to be in disaster prone locations due to male outmigration.

More detailed information is brought in the attached TOR of this Procurement Notice.

## **PURPOSE**

UNDP DRMP is seeking for an International Consultant, who, under an overall supervision of UNDP DRM Programme Manager and Project Analysts, and in close consultation with the Hydromet and other relevant counterparts, will support and lead the activities related to analyzing and developing a capacity building strategy/plan to strengthen the meteorological capacities of Hydromet.

## **THE SCOPE OF WORK**

The International Consultant will be responsible for the following tasks:

- On the basis of the 1) Existing capacity building strategy/plan, 2) Interviews and meetings with Hydromet and other relevant stakeholders, including review of technical tools, methods and software that Hydromet uses, develop the situation analysis and basic framework of meteorological training scheme in order to improve the knowledge and capacities of Hydromet staff, especially on:
  - 1) Weather map analysis to deeply understand weather related phenomena;
  - 2) Weather forecast modeling to update knowledge and modeling approaches, and to upgrade software and tools;
  - 3) Long-term seasonal forecast for early disaster-related warning in the future;

- Develop the training modules, based on identified needs including the detailed curriculum, timeframe for capacity building of Hydromet staff;
- Based on the agreement and coordination with Hydromet and other stakeholders, conduct trainings;
- Develop the training report with finalized package of the whole training records and tools, including lessons learned of the entire meteorological capacity building process;
- Develop the proposal of nation-wide Early Warning System including the possible and effective modalities for transmitting these messages to the general public (where general warnings are appropriate) and specific at-risk populations;

## **REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

### **Academic Qualifications:**

- Advanced university degree in meteorology, and meteorological technology related to disaster risk management and reduction perspectives; or an equivalent combination of education and extensive relevant professional experience in a related area;

### **Years of Experience:**

- At least 8 years of working experience related to meteorology, and capacity building in meteorological field, such as weather map analysis, weather forecast modeling, and long-term seasonal forecast or an equivalent combination of the relevant professional experience with state or non-state institutions;
- Working Experience related to meteorological field in Central Asian region is an asset;

### **Functional Competencies:**

- Good knowledge of state structures/institutions, their roles and governance set-up;
- Strong analytical skills, initiative and self-starter;
- Strong networking and coordination skills, and demonstrated ability to liaise and involve partners including government officials, scientific institutions, NGOs and private sector;
- Good presentations skills;
- Strong interpersonal skills with ability to work under pressure and to establish and maintain effective work relationships with people of different national and cultural backgrounds;
- High sense of responsibility, attention to detail, willingness to take initiative, excellent communication skills;

### **Language:**

- Written and verbal fluency of English language;
- Knowledge of Russian or Tajik is a strong asset;

### Corporate Competencies:

- Affinity with the mandate and role of the United Nations;
- Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability;
- Treats all people fairly without favoritism.

### **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

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

- Technical Proposal: a brief methodology on how the consultant will approach and conduct the work;
- Financial proposal;
- Personal CV including past experience in similar projects.

### **FINANCIAL PROPOSAL**

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount with the breakdown of:

- 1) daily consultancy fee
- 2) travel\* (air tickets/visa/transportation expenses)
- 3) living allowances\*

*\* Regardless of purpose of travel, the prevailing price for an economy class tickets serving the most direct routes to be travelled shall apply for all ICs. In general, UNDP should not accept travel costs exceeding those of a full-fare economy class ticket. Individual Contractors wishing to upgrade their travel to business or first class shall do so at their own expense.*

*\* ICs may allocate living allowances for them when an assignment requires travel, and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 170 USD, for Regional Centers – 90 USD and elsewhere - 51 USD)*

### **TRAVEL**

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP shall not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses shall be agreed upon, between UNDP Tajikistan and the contracted Individual Consultant, prior to travel and will be reimbursed.

## EVALUATION

Individual consultants will be evaluated based on the cumulative analysis methodology, by Interview Process. The award of the Contract shall be made to the individual consultant whose offer has been evaluated as responsive/compliant/acceptable and having received the highest score out of the below set weighted technical and financial criteria:

\* Evaluation of Technical Proposal: Criteria weight – 70%;

\* Evaluation of Financial Proposal: Criteria weight – 30%.

Criteria	Weight	Max. Point
<b>Technical</b>	<b>70%</b>	<b>70</b>
Criteria A - Educational background		5
Criteria B - At least 8 years of working experience related to meteorology, and meteorological field, such as weather map analysis, weather forecast modeling, and long-term seasonal forecast or an equivalent combination of the relevant professional experience with state or non-state institutions;		10
Criteria C - Technical proposal outlining the methodology and approaches to the assignment as per expected deliverables.		15
Criteria D – Interview <ul style="list-style-type: none"> <li>• Knowledge and practical experience of Disaster Risk Management/Reduction and issues related to meteorology and climate change in Central Asia;</li> <li>• Skills in facilitation and development of multi-stakeholder workshops and broad-based consultative processes/programmes/project documents on meteorology, climate change and/or any other environment related disciplines;</li> <li>• Knowledge of UNDP and other international and national institutions;</li> <li>• Written and verbal fluency of English language; knowledge of Russian or Tajik is a strong asset.</li> </ul>		40
<b>Financial</b>	<b>30%</b>	<b>30</b>

Only candidates obtaining a minimum of 49 points for Technical Proposal would be considered for the Financial Evaluation.

**ANNEX 1 – TERMS OF REFERENCES (TOR)**

**ANNEX 2 – FINANCIAL PROPOSAL FORM**

**ANNEX 3 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 4 - SAMPLE OF THE INDIVIDUAL CONTRACT**

## ANNEX 1. TERMS OF REFERENCE

<b>Organization:</b>	<b>United Nations Development Programme</b>
<b>Programme/Project name:</b>	<b>UNDP Disaster Risk Management Programme/Strengthening Disaster Risk Reduction and Response Capacities.</b>
<b>Post Title:</b>	<b>International Consultant on Meteorological Capacity Building (re-announced)</b>
<b>Period of assignment/services:</b>	<b>40 working days during December 2018 – July 2019</b>
<b>Duty station:</b>	<b>Home-based, with two missions to Dushanbe, Tajikistan (approximately first mission 10 days and second mission 10 days)</b>
<b>Type of appointment:</b>	<b>Individual Contract (International Consultancy)</b>
<b>Deadline:</b>	<b>26 November 2018 – <b>Deadline is extended</b></b>

### I. PROJECT BACKGROUND

Tajikistan, with 93% of its territory covered with mountains, is disaster prone country. Mudflows, landslides and floods are most frequent, followed by avalanches and small-scale earthquakes. Disasters in Tajikistan are most often local, frequently affecting the more inaccessible piedmont and mountain areas of the country. On top of that, Tajikistan has a challenging mountainous geography with severe climate conditions and isolated topography with old infrastructure. In such environment, vulnerability of societies to natural disasters increases.

Damage from localized mudflows, floods, severe winter weather, hail, strong winds, avalanches, or small earthquakes diverts a household's limited disposable assets and remittances from financing food needs, education, health care or investment into increasing one's income (a fundamental element of the development process), to rebuilding after the disaster. This situation creates the classic poverty-shock trap where shocks (disasters) cause the families' assets to fall below a level at which they are unable to provide for their basic needs or build assets to move ahead. These climate-related hazards are closely associated with short-term weather patterns, specifically periods of stormy weather, heavy precipitation (i.e., rain or snow) and changes in temperature and wind conditions (for avalanches).

Currently, the Tajik Agency for Hydrometeorology (Hydromet) monitors weather conditions on a daily basis and issues daily forecasts of severe weather, including heavy precipitation or severe storms and the potential for flooding and rapidly melting snow pack (important sources of mudflows). In 2019, the Agency for Hydrometeorology will begin using the updated forecasting software which is expected to improve the quality and precision of forecasts.

However, there is a significant constraint remains. Currently Hydromet has 52 weather stations, most of which have not been fully operational. Characteristic mountainous terrain in Tajikistan, diverse topography and climate patterns at district level requires wide and tight network to report detailed weather information, such as on time temperature, air pressure, precipitation, particularly in order to cope with severe and abrupt weather transition.

In September 2016, Disaster Risk Management Programme (DRMP) of United Nations Development Programme (UNDP) has launched the new project support to the Government of Tajikistan in undertaking a nation-wide risk assessment, establishment and implementation of risk reduction measures, improvement of early warning and disaster management planning, preparedness and response, as well as strengthening capacities of search and rescue teams. Within the framework of the project, rain gauges and other equipment for 20 weather stations are ongoing for Hydromet to enhance the accuracy of weather forecasting. Moreover, Hydromet estimates further capacity building needs to strengthen the human resource.

Currently, Hydromet has been using GISMETEO and “The Consortium for Small-scale Modeling” (COSMO) for weather data analysis tool and weather forecast modeling. However, they also require upgrading these software and tools, and also to diversify the analytical options to compare the effectiveness and accuracy with current information channels and approaches.

Therefore, in order to improve the knowledge and analysis capacity of Hydromet to understand the diversified weather phenomena, UNDP DRMP needs a highly qualified expert to develop a comprehensive capacity building strategy/plan and to strengthen the meteorological and institutional capacities of Hydromet staff. Currently, Hydromet analyzed its own capacities and expressed interest in subjects below;

- Weather map analysis to deeply understand weather related phenomena which threat economic activities in Tajikistan especially agricultural industries;
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## **II. PURPOSE**

UNDP DRMP is seeking for an International Consultant, who, under an overall supervision of UNDP DRM Programme Manager and Project Analysts, and in close consultation with the Hydromet and other relevant counterparts, will support and lead the activities related to analyzing and developing a capacity building strategy/plan to strengthen the meteorological capacities of Hydromet.

## **III. THE SCOPE OF WORK**

The International Consultant will be responsible for the following tasks:

- On the basis of the 1) Existing capacity building strategy/plan, 2) Interviews and meetings with Hydromet and other relevant stakeholders, including review of technical tools, methods and software that Hydromet uses, develop the situation analysis and basic framework of



meteorological training scheme in order to improve the knowledge and capacities of Hydromet staff, especially on:

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  - Based on the agreement and coordination with Hydromet and other stakeholders, conduct trainings;
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  - Develop the proposal of nation-wide Early Warning System including the possible and effective modalities for transmitting these messages to the general public (where general warnings are appropriate) and specific at-risk populations;

#### IV. EXPECTED DELIVERABLES

#	<i>Deliverable</i>	<i>Approx. Timeframe</i>	<i>Approx. Days</i>
1.	Detailed work plan, including review of the comprehensive capacity building strategy/plan, outlining approach and basic methodology for training of Hydromet (within 1 week after signing the contract)	December 2018	3 days
2.	Submission of the situation analysis including the subjects and detailed technical specs which Hydromet requests to improve, also including ideas and framework of meteorological training scheme, based on the detailed workplan (deliverable.1), interviews with Hydromet;	December 2018	10 days
3.	Development and submission of meteorological training scheme including the detailed curriculum, timeframe and tools for capacity building of Hydromet;	February 2019	7 days
4.	Conduction the capacity building training, and submission of the training report with finalized version of the whole training records and tools, including lessons learned of the entire meteorological capacity building process;	April 2019	10 days
5.	Development and submission of the strategy of nation-wide Early Warning System including the possible and effective modalities for transmitting these messages to the general public;	July 2019	10 days

#### V. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualifications:

- Advanced university degree in meteorology, and meteorological technology related to disaster risk management and reduction perspectives; or an equivalent combination of education and extensive relevant professional experience in a related area;

*Years of Experience:*

- At least 8 years of working experience related to meteorology, and capacity building in meteorological field, such as weather map analysis, weather forecast modeling, and long-term seasonal forecast or an equivalent combination of the relevant professional experience with state or non-state institutions;
- Experience in Central Asian region is an asset;

*Functional Competencies:*

- Good knowledge of state structures/institutions, their roles and governance set-up;
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- Strong networking and coordination skills, and demonstrated ability to liaise and involve partners including government officials, scientific institutions, NGOs and private sector;
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*Language:*

- Written and verbal fluency of English language;
- Knowledge of Russian or Tajik is a strong asset;

*Corporate Competencies:*

- Affinity with the mandate and role of the United Nations;
- Displays cultural, gender, religion, race, nationality, and age sensitivity and adaptability;
- Treats all people fairly without favoritism.

## **VI. PAYMENT**

Payments are based upon output, i.e. upon delivery of the services specified in the TOR that contributed to the overall project deliverables as stated above under “Expected Deliverables”.

This International Consultant shall receive payment in five installments from UNDP as follows:

- 5% - upon preparation and acceptance of the work plan, outlining approach and stakeholder’s consultations, which also means after the completion of Deliverable 1
- 20% - After the completion of Deliverable 2
- 20% - After the completion of Deliverable 3
- 40% - After the completion of Deliverable 4
- 15% - After the completion of Deliverable 5

**BREAKDOWN OF COSTS**  
**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of \_\_\_\_\_

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

**a) Breakdown of Cost by Components in (pls. indicate the currency):** \_\_\_\_\_

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract Duration</i>
<b>I. Personnel Cost</b>			
Professional fee			
Life insurance			
Medical insurance			
Other (pls. specify)			
<b>TOTAL</b>			
<b>II. Duty Travel</b>			
Travel to duty station (if required)			
Living allowance			
Travel Insurance			
Others (pls. specify)			
<b>TOTAL</b>			

**b) Breakdown of Cost by Deliverables\***

<i>Deliverables [list them as referred to in the TOR]</i>	<i>Indicative time-frame (subject to revision)</i>	<i>Percentage of Total Price (Weight for payment)</i>	<i>Amount</i>
Deliverable 1			
Deliverable 2			
....			
<b>Total</b>		100%	

\*Basis for payment tranches

**Proposed by:**

**Name:**

**Signature:**

**Date:**

## **ANNEX 3 INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

### **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 its 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 its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract 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 its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it 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 its 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. Failure to comply with such security directives is grounds for termination of the Contract for cause.

**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 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 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 shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, 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 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 its 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 its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence 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 work 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 employees, officials, representatives 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 as 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.

**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 care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work 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 of Good Health 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 the 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 dependants, 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, licences 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 an Contract by UNDP thereto, unless any such undertakings, licences 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 its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its 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 its 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 its 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 may make 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 its obligations and meet its 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 its 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.

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 its obligations and meet its 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 its 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.

*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; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its 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 work 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 resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from 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 at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require

its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

## **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. 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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Resilient nations.

## UNITED NATIONS DEVELOPMENT PROGRAMME

### Contract for the services of an Individual Contractor

No. IC/2018/

This Individual Contract is entered into on \_\_\_\_\_ between the United Nations Development Programme (hereinafter referred to as “UNDP”) and \_\_\_\_\_ (hereinafter referred to as “the Individual Contractor”) whose address is \_\_\_\_\_.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

#### 1. Nature of services

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): \_\_\_\_\_.

#### 2. Duration

This Individual Contract shall commence on \_\_\_\_\_, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than \_\_\_\_\_, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and are attached hereto as *Annex II*.

#### 3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of \_\_\_\_\_ in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN USD

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP’s expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

#### 4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

- **The Individual Contractor is (not) required to submit a Statement of Good Health and confirmation of immunization.**

#### **5. Beneficiary**

The Individual Contractor selects \_\_\_\_\_ as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary: \_\_\_\_\_

Mailing address, email address and phone number of emergency contact (if different from beneficiary):  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".**

**AUTHORIZING OFFICER:**

**INDIVIDUAL CONTRACTOR:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_