



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 9 October 2018

Reference: UNDP-SYR-IC-088-18-R

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**Country:** Syria

**Description of the assignment:** Provision of individual services for Technical Needs Assessment and Development for potential partners.

**Project name:** JSB Training 4 all– phase II.

**Period of assignment/services:** 8 months starting from the date of signature of the contract.

Proposals should be submitted to the below e-mail address no later than Tuesday, **16 October 2018 at 4:00 P.M, Damascus Local Time.**

Contact Person:	Procurement Unit
Name of Office:	<b>United Nations Development Programme</b> Mezzeh , West Villas,Gazawi street No. 8 Attn : Rami Afadar, Procurement Associate
E-Mail:	<a href="mailto:Syria.bids@undp.org">Syria.bids@undp.org</a> ; CC.: <a href="mailto:Syria.procurement@undp.org">Syria.procurement@undp.org</a>

Any request for clarification must be sent in writing to the e-mail indicated above. The UNDP Procurement Unit will respond in writing 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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## 1. BACKGROUND

Partnerships are central to 2030 agenda of sustainable goals and essential for delivering on the vision and outcomes in UNDP's strategic plan. UNDP had proven active and effective strategic partnerships with different entities (Gov, Semi Gov, institutions, NGOs and CBOs) prior and during the crisis.

In Syria, and throughout the crisis, local NGOs, FBOs and CBOs showed a high sense of responsibility and immediate action in addressing the local needs mainly in availing the basic commodities such as food and non-food items.

It is foreseen for UNDP to have even greater role in the aftermath of the crisis, the role can be strongly enforced by larger partnerships in terms of scope quality.

However, the NGO sector in Syria, which was mainly focused on charity and philanthropic approaches and interventions, is currently facing mounting challenges in fulfilling a more advanced role in project management, early recovery and livelihoods sector, among others. Challenges include lack of specialized technical capacity, weak internal management and structures, limited capacity for executing large-scale projects, difficult legal environment, complex operational and security contexts. As such, there is a need to improve the NGOs' management skills, strengthen their capacities to cooperate with one another, and promote for more active engagement with the supported communities in terms of planning, development of interventions and their implementation.

UNDP sees capacity development as the process through which individuals, organizations and societies obtain, strengthen and maintain the capabilities to set and achieve their own development objectives over time. It outlines that capacity development takes place on multi levels:

- Knowledges and skills of the Individuals
- Managerial and operational capacities at the Organizational Level
- Enabling environment

For UNDP, supporting capacity development is a process that consists of five steps that are embedded into a programming process:

- 1) Engage stakeholders on capacity development;
- 2) Assess capacity assets and needs;
- 3) Formulate a capacity development response;
- 4) Implement the response;
- 5) Evaluate capacity development.

The non-profit potential partners in Syria are facing massive challenges regarding lack of technical individual and institutional capacity to facilitate and control the provided services for the beneficiaries, and to communicate their vision, mission, thematic development activities, programmes/projects, outreach and success stories to the involved stakeholders including donors, other NGOs, governmental institution, and private sector.

In this context, UNDP seeks for services of national expert to provide technical support for the UNDP's potential partners which are operating in various Syrian governorates that will lead to more capacitated

partners and to achieve more accessible and qualified services for beneficiaries and their key stakeholders.

## **2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK**

The objective of this consultancy is to assist the CSOs Engagement and Capacity Development Unit at UNDP in the capacitating of the targeted NGOs which are actively operating in various Syrian governorates on using the Information and Communication Technology to enhance their work and providing their services in an efficient and high-quality ways.

This assignment is not a pure technical one, as the expert is expected to pursue mentoring approach and work on changing mentality of decision makers within the targeted entities/NGOs, to raise awareness on the importance of ICT for resilience and sustainability of the NGO/Entity. To this end, the expert is expected to identify change agents in the NGO / entity and build rapport with at least one Technical Focal Point from the NGO's end.

Moreover, the assignment aims at developing the needed tools and platforms at the side of the Capacity Development Unit to achieve the aim of the provided traditional and nontraditional Capacity Development services to the targeted entities by providing the needed dynamic data collections tools, building the targeted entities database, developing multiple selections algorithms and providing the needed reports on the achievements of each Capacity Development service.

**For additional information, please refer to ANNEX I – Terms of Reference**

## **3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

### **Academic Qualifications**

- Master Degree or equivalent Certifications in Computer Sciences or related field.

### **Experience**

- Minimum of 10 years of relevant experience in Systems Analysis and Development, Technical Support, Professional DB management, preferably with non-profit Organizations.

### **Competencies**

- Strong theoretical and practical background in ICT equipment's, IMS analysis and Development.
- Good knowledge of the NGOs context in Syria will be an advantage.

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

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

(I). Technical **Proposal**:

(i) **Letter to UNDP Confirming Interest and Availability for the Individual Contractor (IC) Assignment,**

(ii) **Explaining why** you are the most suitable for the work, with **sample report on similar assignments,**

(iii) Proposed **methodology of implementation and workplan** on how you will approach and complete the assignment,

(iii) Copies of the **Latest University Degree and related academic certificates and credentials,**

(iv) Personal **CV** with special focus on relevant experience and **similar assignments** and at least **3 references,** mentioning the references' e-mails addresses,

(v) Links to at least 3 platform, website and data base developed by the applying expert.

## 5. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR as follows:

#	Instalment	Deliverables	Due date
1	5% of the total contract value	Development and submission of overall work plan (including methodology, tools, techniques, and timetable), to the satisfaction of UNDP	Within 10 days from contract signature
2	20% of the total contract value	Conducting Technical capacity assessment for the first batch of the targeted national NGOs. to the satisfaction of UNDP Develop Technical Tools/Platforms to the first batch of targeted national NGOs. to the satisfaction of UNDP	Within two months from first installment
3	20% of the total contract value	Analyze the needed features of NGOs Platform, develop, test and publish the platform with the requested features, to the satisfaction of UNDP.	Within two months from second installment
4	20% of the total contract value	Conducting Technical capacity assessment for the second batch of the targeted national NGOs. to the satisfaction of UNDP	Within two months from third installment

		Develop Technical Tools/Platforms to the second batch of targeted national NGOs. to the satisfaction of UNDP	
5	15 % of the total contract value	Trainees & NGOs Data Base analyzed, developed, tested and invested to the satisfaction of UNDP	Within one month from fourth installment
6	20% of the total contract value	Finalization of the comprehensive report synthesizing the findings and outcomes of the assignment as mentioned in Reporting section.	Within 15 days from the fifth installment

In order to assist the requesting unit in the comparison of financial proposals, **the financial proposal shall include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days)**. The financial proposal shall be presented using the enclosed format of Appendix a - Annex III.

#### **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 should 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 should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

#### **Noting the following:**

- In case of travel to other governorates is required, UNDP will cover the transportation and accommodation fees upon completion of mission.
- UNDP will cover fees of any hosting required for publishing the websites or the platforms to be developed.

## **6. EVALUATION**

Individual consultants will be evaluated based on the following methodology:

### 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 technical score of 70 points would be considered for the Financial Evaluation.*

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
<b><u>Technical Competence</u></b>	<b>70%</b>	<b>100</b>
Master's Degree or equivalent Certifications in Computer Sciences, Software Engineering, Information Technology or related field.		25
Minimum of 10 years of relevant experience in Technical Support, Professional DB management, Systems Analyses and Development preferably with non-profit Organizations.		25
Proposed Methodology is coherent with the Terms of Reference.		25
Previously developed software and website (which links were shared in the technical offer) are up to the required standards in terms of quality and performance		25
<b><u>Financial (Lower Offer/Offer*100) with 30% weight</u></b>	<b>30%</b>	<b>100</b>
<b><u>Total Score</u></b>	<b>Technical Score * 0.7 + Financial Score * 0.3</b>	

<b><i>Weight per Technical Competence</i></b>	
Weak: below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.

## **ANNEXES**

**ANNEX I - TERMS OF REFERENCE (TOR)**

**ANNEX II - INDIVIDUAL CONSULTANT CONTRACT AND GENERAL TERMS AND CONDITIONS**

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



## **ANNEX I - TERMS OF REFERENCE (TOR)**

### **National expert for provision of Technical Needs Assessment and Development for potential partners**

This assignment is under the JSB Training 4 all– phase II funded project, **Project ID:** 00109711, under the **output 3:** Capacity development for National NGOs, **Activity:** Capacity Needs Assessment.

#### **1. Background:**

Partnerships are central to 2030 agenda of sustainable goals and essential for delivering on the vision and outcomes in UNDP's strategic plan. UNDP had proven active and effective strategic partnerships with different entities (Gov, Semi Gov, institutions, NGOs and CBOs) prior and during the crisis.

In Syria, and throughout the crisis, local NGOs, FBOs and CBOs showed a high sense of responsibility and immediate action in addressing the local needs mainly in availing the basic commodities such as food and non-food items.

It is foreseen for UNDP to have even greater role in the aftermath of the crisis, the role can be strongly enforced by larger partnerships in terms of scope quality.

However, the NGO sector in Syria, which was mainly focused on charity and philanthropic approaches and interventions, is currently facing mounting challenges in fulfilling a more advanced role in project management, early recovery and livelihoods sector, among others. Challenges include lack of specialized technical capacity, weak internal management and structures, limited capacity for executing large-scale projects, difficult legal environment, complex operational and security contexts. As such, there is a need to improve the NGOs' management skills, strengthen their capacities to cooperate with one another, and promote for more active engagement with the supported communities in terms of planning, development of interventions and their implementation.

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- 9) Implement the response;
- 10) Evaluate capacity development.

The non-profit potential partners in Syria are facing massive challenges regarding lack of technical individual and institutional capacity to facilitate and control the provided services for the beneficiaries, and to communicate their vision, mission, thematic development activities, programmes/projects, outreach and success stories to the involved stakeholders including donors, other NGOs, governmental institution, and private sector.

In this context, UNDP seeks for services of national expert to provide technical support for the UNDP's potential partners which are operating in various Syrian governorates that will lead to more capacitated partners and to achieve more accessible and qualified services for beneficiaries and their key stakeholders.

## **2. Objectives:**

The objective of this consultancy is to assist the CSOs Engagement and Capacity Development Unit at UNDP in the capacitating of the targeted NGOs which are actively operating in various Syrian governorates on using the Information and Communication Technology to enhance their work and providing their services in an efficient and high-quality ways.

This assignment is not a pure technical one, as the expert is expected to pursue mentoring approach and work on changing mentality of decision makers within the targeted entities/NGOs, to raise awareness on the importance of ICT for resilience and sustainability of the NGO/Entity. To this end, the expert is expected to identify change agents in the NGO / entity and build rapport with at least one Technical Focal Point from the NGO's end.

Moreover, the assignment aims at developing the needed tools and platforms at the side of the Capacity Development Unit to achieve the aim of the provided traditional and nontraditional Capacity Development services to the targeted entities by providing the needed dynamic data collections tools, building the targeted entities database, developing multiple selections algorithms and providing the needed reports on the achievements of each Capacity Development service.

## **3. Scope of Work:**

Under the supervision of the NGOs Engagement and capacity development specialist, and with close coordination with the quality assurance and M&E associate, the contracted expert is responsible for the following activities:

### **A) First Output : Convene capacity development for targeted NGOs/FBOs with special focus on ICT upon completion of CAN, and develop tools needed accordingly :**

- Advice on the criteria of selecting targeted NGOs to be covered with the mentoring and support services.
- Set the plan for below services delivery.
- Assess the targeted NGOs and entities' capacity gaps with a special focus on:
  - o ICT Equipment's
  - o eMarketing used tools

- Accounting Software
  - Information Management Systems / Beneficiaries data bases.
- For each assessed NGO/Entity, the expert will provide an analysis for the technical requirements needed, with proper prioritization of each requirement, as well as specifications, configuration and cost estimation of the said requirements.
- Upon approval of UNDP, the expert sets the plan to fulfill the identified requirements and needs.
- The expert is expected to pursue mentoring approach and work on changing mentality of decision makers within the targeted entities/NGOs, to raise awareness on the importance of ICT for resilience and sustainability of the NGO/Entity. To this end, the expert is expected to identify change agents in the NGO / entity and build rapport with at least one Technical Focal Point from the NGO's end.
- Develop a master website theme for the national NGO, this theme must be compatible with "WordPress" open source platform
- Customize the master theme for each targeted NGO/Entity in harmony with its visual identity (colors and Logo)
- Develop the website of each targeted NGO/Entity in accordance with the customized theme
- Provide the needed training to the NGO's Technical focal point to clarify the website's administration panel, and to add the website developed content through the training.
- Deploy and publish the developed websites in the cooperation with the IT team in UNDP
- Develop the needed user guide for future updating of the website content using the administration panel
- Analyze and develop the needed tools and platforms to facilitate the NGOs service providing such as the beneficiaries DB, monitoring and reporting tool.
- Provide the needed technical support for the targeted NGOs with the cooperation of the technical focal points.

**B) Second Output: Support the internal platforms in Capacity Development Unit :**

- Assess the current developed NGOs Platform (which is developed on PHP and MySQL), analyze the new needs according to the requirements of UNDP's Capacity Development Unit, and develop the platform to full fits all the new needs. The main two new features are requested to develop on the NGOs Platform are Forms Builder and Publishing Online Training (Multimedia content, with quick quizzes and comprehensive assessments builder, and certificates generators)
- Analyze and develop the Trainees Information Management System according to the needs of UNDP's Capacity Development Unit.

***In case of travel to other governorates is required, UNDP will cover the transportation and accommodation fees upon completion of mission, Also, UNDP will cover the hosting fees of developed websites and platforms.***

### **C: Reporting and expected outcomes:**

The expert shall provide monthly and final reports for each activity, constituting the outcomes of this consultancy and consisting mainly of the following sections:

- Overview and background of the assignment.
- Technical capacity assessment questionnaire and analysis methodology.
- Findings and main results.
- Limitations and constraints of the assignment.
- Conclusion observations and recommendations for further support needed for the targeted partner.
- The developed technical tools/platforms and materials.

### **D: Duration of Work**

The duration of the consultancy is planned to take 8 months starting from the date of signature of the contract with the selected qualified expert. Below is an indicative deliverable schedule:

<b>Deliverable</b>	<b>Duration</b>
Development and submission of overall work plan (including methodology, tools, techniques, and timetable).	15 days
Conducting Technical capacity assessment for the targeted national NGOs.	2 Months
Develop Technical Tools/Platforms and Materials to the targeted national NGOs.	2 Months
Analyze and Develop the NGOs Platform and Trainees MS	3 Months
Finalization of the comprehensive report synthesizing the findings and outcomes of the assignment as mentioned in Reporting section.	10 days
<b>Total number of working days:</b>	<b>8 Months</b>

### **E-Qualifications:**

The expert must have excellent background in similar assignments specifically as follows:

- Master Degree or equivalent Certifications in Computer Sciences or related field.
- Minimum of 10 years of relevant experience in Systems Analysis and Development, Technical Support, Professional DB management, preferably with non-profit Organizations.
- Strong theoretical and practical background in ICT equipment's, IMS analysis and Development.
- Good knowledge of the NGOs context in Syria will be an advantage.

## F- Terms of Payment

The payments will be effective to the successful bidder upon the achievement of the corresponding milestones and for the following amounts:

#	Instalment	Deliverables	Due date
1	5% of the total contract value	Development and submission of overall work plan (including methodology, tools, techniques, and timetable), to the satisfaction of UNDP	Within 10 days from contract signature
2	20% of the total contract value	Conducting Technical capacity assessment for the first batch of the targeted national NGOs. to the satisfaction of UNDP Develop Technical Tools/Platforms to the first batch of targeted national NGOs. to the satisfaction of UNDP	Within two months from first installment
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5	15 % of the total contract value	Trainees & NGOs Data Base analyzed, developed, tested and invested to the satisfaction of UNDP	Within one month from fourth installment
6	20% of the total contract value	Finalization of the comprehensive report synthesizing the findings and outcomes of the assignment as mentioned in Reporting section.	Within 15 days from the fifth installment

## **ANNEX II - INDIVIDUAL CONSULTANT CONTRACT AND GENERAL TERMS AND CONDITIONS**

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 Individual contractor 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 donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform 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.

ANNEX III

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

Date \_\_\_\_\_

Mirvat Hammoud  
Procurement Specialist  
United Nations Development Programme  
Mezzeh ,West Villas, Gazawi street No. 8

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 **National expert for provision of Technical Needs Assessment and Development for potential partners** under the project: JSB Training 4 all– phase II;
- 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;
- E) I hereby propose to complete the services based on the following payment rate:  
☐ 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 APPENDIX a;

- 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 90 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:

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- 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  
Brief Description of Approach to Work (if required by the TOR)



**APPENDIX a**

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

**A) Breakdown of Cost by Components:**

<b>Cost Components</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total Rate for the Contract Duration</b>
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
<b>II. Travel Expenses to Join duty station</b>			
Round Trip Airfares to and from duty station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
<b>III. Duty Travel</b>			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

Full Name and Signature:

Date Signed:

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## B. Breakdown of Cost by Deliverables

Deliverables	Payment	Due date	Amount in USD
Development and submission of overall work plan (including methodology, tools, techniques, and timetable), to the satisfaction of UNDP	5% of the total contract value	Within 10 days from contract signature	
Conducting Technical capacity assessment for the first batch of the targeted national NGOs. to the satisfaction of UNDP  Develop Technical Tools/Platforms to the first batch of targeted national NGOs. to the satisfaction of UNDP	20% of the total contract value	Within two months from first installment	
Analyze the needed features of NGOs Platform, develop, test and publish the platform with the requested features, to the satisfaction of UNDP.	20% of the total contract value	Within two months from second installment	
Conducting Technical capacity assessment for the second batch of the targeted national NGOs. to the satisfaction of UNDP  Develop Technical Tools/Platforms to the second batch of targeted national NGOs. to the satisfaction of UNDP	20% of the total contract value	Within two months from third installment	
Trainees & NGOs Data Base analyzed, developed, tested and invested to the satisfaction of UNDP	15 % of the total contract value	Within one month from fourth installment	
Finalization of the comprehensive report synthesizing the findings and outcomes of the assignment as mentioned in Reporting section.	20% of the total contract value	Within 15 days from the fifth installment	
<b>Total Amount in USD</b>	<b>100%</b>		

Full Name and Signature:

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Date Signed:

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