

# Procurement Notice and Request for Proposal For Providing Consultancy Service for Strategic Guidance to the RC/UNCT on Sustainable Development

Date: 31 January 2019

Dear Madam/Sir,

We kindly request you to submit your Proposal for provision of consultancy services for strategic guidance to the RC/UNCT on Sustainable Development

Please be guided by the information provided below, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Nazli Alavi

Sincere

Procurement Analyst Head of Procurement

Country: Islamic Republic of Iran

**Description of the assignment:** Provision of consultancy services for strategic guidance to the RC/UNCT on Sustainable Development

**Period of assignment/services:** The consultant is expected to complete the assignment by 30 June 2019.

Proposal should be submitted no later than Thursday, 14 February 2019 - 16:30 Tehran local time and via either courier mail or UNDP Registry Email to the addresses below:

#### **United Nations Development Programme**

No. 8, Shahrzad Blvd, Darrous, Tehran – Iran Attention: Mr. Gagik Gevorkian Fax: (+98) 21 22 86 95 47

# UNDP Registry Email Address

registry.ir@undp.org

Any request for clarification must be sent in writing, or by standard electronic communication to the UNDP mailing address or to <a href="mailto:gagik.gevorkian@undp.org">gagik.gevorkian@undp.org</a>. The procuring UNDP entity will respond in writing or by standard electronic mail.



#### 1. BACKGROUND AND SCOPE OF WORK

With the Sustainable Development at its core, and in response to the General Assembly resolution 71/243 on the quadrennial comprehensive policy review of operational activities for development of the United Nations system, the UN Secretary General's report (December 2017) "Repositioning the United Nations development system to deliver: our promise for dignity, prosperity and peace on a healthy planet" puts forward a comprehensive proposal on further improvements to the Resident Coordinator system to ensure more coherent, accountable and effective support. This was further reinforced by General Assembly resolution 72/729 of 1 June 2018, which gave the Secretary General the mandate to implement the repositioning.

A reinvigorated Resident Coordinator system is at the center of a repositioned United Nations development system, and while the system has been instrumental in driving coherence on the ground over the past four decades, it is now insufficiently robust to respond to the needs of the Sustainable Development. The report stresses that Resident Coordinator offices will need to be adequately staffed to ensure sufficient substantive capacities to lead United Nations country teams. The core capacity will include expertise in coordination and strategic planning, economics, results monitoring and evaluation, and strategic partnerships, plus a robust standing communications capacity within the United Nations country team.

This consultancy assignment is part of this new generation of Resident Coordinator offices, with the new skillset and competencies required to deliver on Sustainable Development.

#### 2. DETAILED RESPONSIBILITIES

The consultant is expected to work in close collaboration and coordination with CDC and UNDP country office in Iran to conduct the following tasks:

- Provide strategic advice to the Resident Coordinator (RC) and UN Country Team (UNCT) to ensure effective, quality and timely UN support to the programme country in the implementation of the 2030 Agenda through a new generation CCMUNDAF.
- Promote external partnerships and oversee joint resource mobilization efforts for the new generation UNDAF
- Promote knowledge management and capacity development in- and outside the UN System
- Overall management of the RC Office to ensure efficient and effective substantive coordination support to the RC and adherence to organizational policies and procedures.

For more information on scope of the work and detailed responsibilities please see the Terms of Reference attached hereto as Annex I.



#### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The Consultant is required to have the following eligibility criteria:

- Master's degree in Economics, with concentration/academic knowledge in social policy, public policy, politics, economics, development studies or a related area.
- At least 7 years of progressively responsible professional experience working in the relevant field of international development, programme management, social policy development, particularly in middle income countries;
- Extensive relevant experience in socio-economic analysis, coordination of multisectoral approaches, public-private partnerships, programme formulation and implementation, partnership building and networking
- Extensive experience working in complex and diverse teams;
- Relevant experience at international level in the provision of high quality technical and advisory services
- Proficiency in English and Persian, written and spoken is mandatory. Working knowledge
  of other UN language is desirable

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

The individual offerors must submit the following documents/information to demonstrate their qualifications:

- 1. Proposal:
- (i) Explaining why the applicant is the most suitable for the work.
- (ii) Provide a brief methodology on how the applicant will approach and conduct the work. The proposal should be prepared in accordance with the templates provided in Annex III, Individual's Information Sheets.

#### 2. Financial proposal

The financial proposal should be submitted in accordance with the Financial Proposal Template attached hereto as Annex IV.

3. Personal CV including past experience in similar projects and at least two references.

#### 5. FINANCIAL PROPOSAL

#### Lump sum contracts

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. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including the anticipated working days).



#### 6. EVALUATION

Individual consultants will be evaluated based on the following methodology:

#### Cumulative analysis

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 (Please see below).
  - Expertise of the individual (based on C.V.): 40%
  - Methodology and approach to conduct the activity/assignment (based on technical proposal): 30%
  - Interview: 30%

Only if the candidate obtains a minimum of 70% of technical score (490 out of 700 point) in technical evaluation would be considered for the Financial Evaluation.

Technical Evaluation Criteria	Weight	Max. Point
<ul> <li>Offeror's expertise:         <ul> <li>Master's degree in Economics, with concentration/academic knowledge in social policy, public policy, politics, economics, development studies or a related area.</li> <li>At least 7 years of progressively responsible professional experience working in the relevant field of international development, programme management, social policy development, particularly in middle income countries;</li> <li>Extensive relevant experience in socio-economic analysis, coordination of multisectoral approaches, public-private partnerships, programme formulation and implementation, partnership building and networking.</li> <li>Extensive experience working in complex and diverse teams.</li> </ul> </li> <li>Relevant experience at international level in the provision of high quality technical and advisory services</li> <li>Proficiency in English and Persian, written and spoken</li> </ul>	40%	280
<ul> <li>Working knowledge of other UN languages is desirable</li> <li>Proposal and Methodology         <ul> <li>Methodology and approach for carrying out the activities and obtaining the expected outputs;</li> <li>Action plan &amp;Timeline.</li> </ul> </li> </ul>	30%	210
Interview	30%	210
Total		700



# Annex I Terms of Reference (TOR) Strategic Planning- Consultancy service to provide strategic guidance to the RC/UNCT on Sustainable Development

#### Background and Scope of the work

With the Sustainable Development at its core, and in response to the General Assembly resolution 71/243 on the quadrennial comprehensive policy review of operational activities for development of the United Nations system, the UN Secretary General's report (December 2017) "Repositioning the United Nations development system to deliver: our promise for dignity, prosperity and peace on a healthy planet" puts forward a comprehensive proposal on further improvements to the Resident Coordinator system to ensure more coherent, accountable and effective support. This was further reinforced by General Assembly resolution 72/729 of 1 June 2018, which gave the Secretary General the mandate to implement the repositioning.

A reinvigorated Resident Coordinator system is at the center of a repositioned United Nations development system, and while the system has been instrumental in driving coherence on the ground over the past four decades, it is now insufficiently robust to respond to the needs of the Sustainable Development. The report stresses that Resident Coordinator offices will need to be adequately staffed to ensure sufficient substantive capacities to lead United Nations country teams. The core capacity will include expertise in coordination and strategic planning, economics, results monitoring and evaluation, and strategic partnerships, plus a robust standing communications capacity within the United Nations country team.

This consultancy assignment is part of this new generation of Resident Coordinator offices, with the new skillset and competencies required to deliver on Sustainable Development.

#### **Detailed Responsibilities:**

- 1) Provide strategic advice to the Resident Coordinator (RC) and UN Country Team (UNCT) to ensure effective, quality and timely UN support to the programme country in the implementation of the 2030 Agenda through a new generation CCMUNDAF.
  - Advise the RC/UNCT in articulating and actively communicating a credible and convincing strategic vision for the UN in country, articulated through the UN Development Assistance Framework, which is consistent with national development goals and priorities, UN values, aligned with Sustainable Development and committed to the principles of universality, equality and leaving no one behind.
  - Provide strategy advice and develop recommendations to inform decision-making by the RC/UNCT in relation to repositioning of the UN System in country, especially related to the Standard Operating Procedures for Delivering as One;
  - Advise the RC on the development, implementation, monitoring, reporting and evaluation of



the new generation CCA/UNDAF as the most important instrument for the planning and implementation of UN development activities in country;

- Guide the RC in asserting vision and accountability for the UN to operate as a nimble, innovative and enterprising development partner, demonstrating characteristics of a knowledge organization and thought leader.
- Based on analysis carried out by the Economist, lead the identification, analysis and prioritization of joint programmatic work of UN entities in response to national priorities and in line with the UNDAF;
- Promote the UNDAF and the Joint Workplans, ensuring that the UNDAF framework is followed-through and well reported upon through UNINFO and an annual One UN Country Results Report is provided to the Government and other stakeholders;
- Ensure that all agencies resident and non-resident and other relevant UN entities, including at HQ and (sub-)regional level, are engaged in the inter-agency for aand in discussions with external partners.
- Facilitate coherence in the different intra-agency coordination bodies, including with Disaster Management Team and the Security Management Team.
- 2) Promote external partnerships and oversee joint resource mobilization efforts for the new generation UNDAF
  - Establish effective working relationships with national and international public and private partners and manage the partnerships effectively to facilitate knowledge sharing in support of the CCA/UNDAF development, implementation, and monitoring and evaluation. In consultations with a broad range of stakeholders, advise on positioning the UN as a key provider of integrated services and as a platform in support of the Sustainable Development;
  - Ensure the formulation and implementation of the UN Partnership Strategy as well as Resource Mobilization Strategy, and initiatives in support of achieving Sustainable Development through the UNDAF;
  - Lead on and/or support design, formulation, and implementation, monitoring and reporting of joint programmes, and joint programming processes amongst UN entities;
  - Based on UNDAF and joint programmes, facilitate and undertake joint resource mobilization and partnering efforts at country level;
  - Support strategic messaging and communication initiatives by RC/UNCT.
- 3) Promote knowledge management and capacity development in- and outside the UN System
  - Transfer knowledge and communicate effectively across different UN and non-UN entities.
  - Lead in the sharing of best practice, trends, knowledge and lessons learned across the UN system and with external partners.
  - Draw upon other UN experiences, lessons learned and knowledge networking to provide contributions to strategic planning processes.
- 4) Overall management of the RC Office to ensure efficient and effective substantive coordination support to the RC and adherence to organizational policies and procedures.
  - In collaboration with the Coordination Associate, support the formulation and implement the



- substantive work programme of the RCO, allocating and monitoring RCO resources for the delivery of outputs, and reporting on results.
- Promote a work environment in the RC Office and across UN entities that is conducive to innovation and engagement with a diverse set of stakeholders and delivering results Sustainable Development

#### **Expected Outputs/reports**

The Consultant is expected to submit, the following outputs:

- RCO work plan + RCO retreat report
- SDG/NDF/UNDAF Linkage Paper
- UNDAF MTR retreat report
- Updated UNDAF document
- Presentation to UNCT
- End of Consultancy Report

#### **Duration and Timeline**

The consultant is expected to complete the assignment by June 30.

#### Verification

Compliance of the contract implementation processes and its results with these Terms of Reference will be verified by United Nations Resident Coordinator.

#### **Duty Station**

UN Resident Coordinator's Office in Tehran.

#### **Qualifications of the Successful Contractor**

The Consultant is required to have the following eligibility criteria:

- Master's degree in Economics, with concentration/academic knowledge in social policy, public policy, politics, economics, development studies or a related area.
- At least 7 years of progressively responsible professional experience working in the relevant field of international development, programme management, social policy development, particularly in middle income countries;
- Extensive relevant experience in socio-economic analysis, coordination of multisectoral approaches, public-private partnerships, programme formulation and implementation, partnership building and networking
- Extensive experience working in complex and diverse teams;



- Relevant experience at international level in the provision of high quality technical and advisory services
- Proficiency in English and Persian, written and spoken is mandatory. Working knowledge of other UN language desirable

Competencies and Selection Criteria	Description of Competency at Level Required
Core	
Innovation Ability to make new and useful ideas work	Level 5: Creates new and relevant ideas and leads others to implement them
Leadership Ability to persuade others to follow	Level 5: Plans and acts transparently, actively works to remove barriers
People Management Ability to improve performance and satisfaction	Level 5: Models high professional standards and motivates excellence in others
Communication Ability to listen, adapt, persuade and transform	Level 5: Gains trust of peers, partners, clients by presenting complex concepts in practical terms to others
<b>Delivery</b> Ability to get things done while exercising good judgement	Level 5: Critically assesses value and relevance of existing policy / practice and contributes to enhanced delivery of products, services, and innovative solutions
Technical/Functional	
Level 2: analysis and creation of messages and strategies - Contributes to the elaboration of advocacy strategies by identifying and prioritizing audiences and communication means - Performs analysis of political situations and scenarios, and contributes to the formulation of institutional responses	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise
Evel 2: Identifying and building partnerships - Effectively networks with partners seizing opportunities to build strategic alliances relevant to UN's mandate and strategic agenda - Sensitizes UN Partners, donors and other international organizations to the UN's strategic agenda, identifying areas for joint efforts - Develops positive ties with civil society to build/strengthen UN's mandate - Identifies needs and interventions for capacity building of counterparts, clients and potential partners	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise



- Displays initiative, sets challenging outputs for him/herself and willingly accepts new work assignments	
Promoting Organizational Learning and Knowledge Sharing  Level 2: Developing tools and mechanisms - Makes the case for innovative ideas documenting successes and building them into the design of new approaches - Identifies new approaches and strategies that promote the use of tools and mechanisms - Develops and/or participates in the development of tools and mechanisms, including identifying new approaches to promote individual and organizational learning and knowledge sharing using formal and informal methodologies	Level 5:Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise
Level 2: In-depth knowledge of the subject-matter - Understands more advanced aspects of primary area of specialization as well as the fundamental concepts of related disciplines - Serves as internal consultant in the area of expertise and shares knowledge with staff - Continues to seeks new and improved methods and systems for accomplishing the work of the unit - Keeps abreast of new developments in area of professional discipline and job knowledge and seeks to develop him/herself professionally - Demonstrates comprehensive knowledge of information technology and applies it in work assignments	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise
Creating Visibility for UN/Supporting UN's Capacity to Advocate  Level 2: Developing promotional projects and organizational messages  - Identifies and develops activities to enhance the visibility of UNDP  - Develops promotional activities based on monitoring/evaluation information identifying areas requiring higher visibility  - Reviews documents and materials intended for use within and outside the organization in order to ensure consistency and validity of messages  - Creates and cultivates networks of partners to promote UNDP's image	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website:



- Conducts assessments of activities to improve impact and effectiveness	
Global Leadership and Advocacy for UN's Goals  Level 2: Analysis and creation of messages and strategies  - Performed analysis of political situations and scenarios, and contributes to the formulation of institutional responses  - Uses the opportunity to bring forward and disseminate materials for global advocacy work and adapts it for use at country level	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise
Conceptual Innovation in the Provision of Technical Expertise  Level 2: Developing innovative and creative approaches - Leverages different experiences and expertise of team members to achieve better and more innovative outcomes - Leverages multi-disciplinary, institutional knowledge and experience of other countries and regions to promote UNDP's development agenda - Participates in dialogue about conceptual innovation at the country and regional levels	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise
Client Orientation  Level 2: Contributing to positive outcomes for the client - Anticipates client needs - Works towards creating an enabling environment for a smooth relationship between the clients and service provider - Demonstrates understanding of client's perspective	Level 5: Originate: Catalyzes new ideas, methods, and applications to pave a path for innovation and continuous improvement in professional area of expertise

#### **Terms of Payment/Remuneration**

In full consideration for the services performed by the Consultant under the terms of this Contract, the United Nations Development Programme shall pay the Consultant the total offered and approved amount of the contract through below instalments and upon certification by RC, that the services have been satisfactorily performed.

Milestones	Target Date	%	of	total
		cont	ract ce	eiling
RCO work plan + RCO retreat report	31 March 2019		20	1



UNDAF MTR retreat report	30 April 2019	25
Updated UNDAF document	15 June 2019	30
Presentation to UNCT	20 June 2019	5
End of Consultancy Report	30 June 2019	5

- The contract's total payment is expected to cover communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- Payments will be transferred upon verification by the RC by UNDP to the account number of the consultant introduced through signed Vendor form and a bank certificate.
- Payments will be made according to UNDP regulations as explained in the contract documents.
- Payments will be made to the consultant against invoices submitted by the consultant. (sample
  of invoice to be attached to the contract).
- If any travel is required during the assignment, the travel costs including tickets, accommodation and living allowances should be agreed upon, between RCO and Individual Contractor, prior to travel and will be reimbursed by UNDP according to UNDP's rules and regulations. RCO should not accept travel costs exceeding those of an economy class ticket. Should the contractor wish to travel on a higher class he/she should do so using their own resources.

#### **Travel Requirements**

If travel is required under the contract, the individual consultant shall:

- Obtain the security clearance from through UNDSS (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel)
- Undertake the training courses on Basic Security in the Field and Advanced Security in the Field (only applicable for certain destination; to be checked with UNDSS) and provide RCO/UNDP with both certificates; the related CD ROMs are available at UNDSS and UNDP office.
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN-approved physician. This is only applicable for the contractors on the age of 65 years or more.



# Annex II GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS: The Individual contractor shall have the legal status of an independent the United **Nations** vis-à-vis contractor 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 The officials. Individual contractor. representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The Individual contractor must comply with all security directives issued by UNDP.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual



contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks. with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. and the Individual contractor acknowledges and agrees that such products. documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the

Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract.

CONFIDENTIAL 4. NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure. publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives. employees. subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent



required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding Individual contractor foregoing, the acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the

requirements for inoculations for the country or countries to which travel may be authorized. In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual

contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the

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performance, or to assert any excuses for the nonperformance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

- 8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.
- INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
- 11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.
- 12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such



notice of force majeure or other changes in conditions or occurrence. the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, appropriate or necessary in the be circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

13. **TERMINATION**: Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is

liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed



to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. NON-EXCLUSIVITY: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to. the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees. subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a postpayment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

#### 17. SETTLEMENT OF DISPUTES:

AMICABLE SETTLEMENT: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission



on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

ARBITRATION: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of International Commercial Evidence Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess

of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. LIMITATION ON ACTIONS: Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

# Annex III Individual's Information Sheets

"Strategic Planning- Consultancy service to provide strategic guidance to the RC/UNCT on Sustainable Development"

References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking.  1) Full name of referee: Position/occupation: Telephone no.: E-mail address:  2) Full name of referee: Position/occupation: Telephone no.: E-mail address:  Please list your similar previous activities (at least three cases) with description of services provided by you.  1)  2)	Full name of individual: Home address: Felephone no.: Fax no.: Felemail address: Felesse attach your CV/resume.  References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that is elected, these referees will be contacted for the purpose of reference checking.  Full name of referee: Position/occupation: Telephone no.: E-mail address:  Please list your similar previous activities (at least three cases) with description of services provided by you.  Please write a summary of your educational background and your experience in below areas:	(Please type)	
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	<ul> <li>Write about your experience in below areas:</li> <li>professional experience working in the relevant field of international development, programme management, social policy development, particularly in middle income countries;</li> </ul>
	<ul> <li>experience in socio-economic analysis, coordination of multisectoral approaches, public-private partnerships, programme formulation and implementation, partnership building and networking;</li> </ul>
	- experience working in complex and diverse teams;
	<ul> <li>experience at international level in the provision of high quality technical and advisory services.</li> <li>Excellent English and Farsi written and verbal communication skills.</li> </ul>
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## Attachments:

# Please attach following documents:

- CV
- Any other relevant documents including copy of contracts, publications, etc.

Other explanations:

Name and signature of the individual Name:

Signature:

Date:

#### Annex IV Financial Proposal

The offeror is asked to provide a Financial Proposal with detailed cost breakdown and separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel and out of pocket expenses should be listed separately.

In case of any equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

#### Notes:

• The financial proposal should be provided in Iranian Rial.

#### A. Breakdown of Cost by Deliverables

Bre	akdown of Cost by Deliverables	Expected No. of days	Unit/item or Service Price (Rial)	Total Price (Rial)
1	RCO work plan + RCO retreat report			
2	SDG/NDF/UNDAF Linkage Paper			
3	UNDAF MTR retreat report;			
4	Updated UNDAF document			
5	Presentation to UNCT			
6	End of Consultancy Report			
7	Other related charges (please specify)			
	Total (Rial)			[]