INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Individual Consultant - Consulting Engineer Sustainable Island Solutions through Science, Technology, Engineering and Mathematics (SISSTEM)

This project was funded by the European Union

Country: Aruba

Description of the assignment: The Consulting Engineer has the responsibility to ensure the effective and efficient day to day implementation of all technical/engineering aspects within the project under the overall guidance and supervision of the Project Manager.

Project name: Sustainable Island Solutions through Science, Technology, Engineering and Mathematics (SISSTEM) in support of the Aruba Sustainable Energy Roadmap 2020"

Project funded: This project was funded by the European Union

Period of assignment/services: Maximum of 15 days per month for three (3) years up to a total of 180 days over a three (3) year period

Proposal should be submitted at the below mentioned email address no later than: **Friday 23rd August 2019 at 4pm AST** with the subject e-mail **"Individual Consultant - Consulting Engineer SISSTEM"**

Name of Office: UNDP – Trinidad and Tobago
Attention: Procurement Unit
UN House, 3A Chancery Lane, Port of Spain, Trinidad and Tobago

Email: procurement.tt@undp.org

Subject: Individual Consultant - Consulting Engineer SISSTEM

1. BACKGROUND

Aruba has embarked on implementing a sustainable development strategy as a key pillar of its overall development by reducing its dependence on the tourism industry, as well as, its use of fossil fuels and is pursuing initiatives to facilitate a 'green' knowledge economy driven by innovation. In so doing, the Government of Aruba (GoA) has identified the need to enhance its human resource capacity in higher education in Science, Technology, Engineering and Mathematics (STEM) and has endorsed the establishment of a group of programmes for Sustainable Island Solutions through Science, Technology, Engineering and Mathematics (SISSTEM) at the University of Aruba (UA).

The key objective of the project is that the UA will be able to deliver tertiary level educational programmes (Bachelor's and Master's Level) as well as a research offer with particular focus on the STEM subjects. The SISSTEM Project will result in an increase in the number of persons with expertise and technical skills for innovative, sustainable development in Aruba, in the Caribbean, as well as, in other Small Island Developing States (SIDS).UNDP has been selected as the implementing partner for the new faculty expansion which will secure and make available physical facilities to house the new Bachelor STEM Programme, a Master's Programme in Sustainability and a new Research Institute.

The SISSTEM Faculty Expansion Project will include refurbishment of the Maria Convent in Aruba to accommodate multifunctional classrooms for 25 to 50 students and office space for 25 staff members, as well as, construction of laboratories (one Chemistry lab, one Physics lab, one Biosciences lab and one ICT lab) as well as procuring furniture and equipment for all classrooms, offices and laboratories.
For detailed information, please refer to Annex 1

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

The Consulting Engineer has the responsibility to ensure the effective and efficient day to day implementation of all technical/engineering aspects within the project under the overall guidance and supervision of the Project Manager. He/She will ensure the functioning of all technical aspects related to construction and/or renovation works for the project.

Responsibilities of Consulting Engineer include:

i. Preparation and updating of project annual and quarterly work plans, and submission of same to the Project Manager for approval.
ii. Preparation and participation in work planning and progress reporting meetings as required.
iii. Assistance in the drafting of terms of reference for key inputs (i.e. personnel, sub-contracts, training, and procurement) and submission of same to the Project Manager for clearance and approval, and assistance in the mobilization of such inputs.
iv. Provision of technical engineering advice to project beneficiaries, revision of technical reports and monitoring of technical activities carried out by responsible parties.
v. Supervision of technical/engineering staff and any local or international short-term consultants working on the project.

vi. Monitoring engineering and construction methods and quality control, certification of that the quality of work conforms to the European standards for Universities of this nature.
vii. Ensuring the timely submission of work plans, reports, outputs and other deliverables to the Project Manager for review and evaluation, as appropriate.
viii. Provision of necessary technical support to project manager, including risk management, cost control, scheduling, monitoring and reporting.
ix. Provision of support and guidance to project staff and experts working on the Project.
x. Provision of support to the Project Management in preparation for Project Board Meetings and all reporting requirements.

For detailed information, please refer to Annex 1

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Education:
- Must possess university degree in Civil Engineering or equivalent. A Master's Degree will be an asset.

Experience:
- A minimum of 10 years practical post-qualification experience.
- Must have extensive experience in design works, contract administration, contractor management, cost management and public works. Experience with reconstruction of historic buildings and facilities would be an asset,
- Must have recent experience (last 7 years) as a resident engineer on at least one construction project of comparable magnitude.
- A knowledge of FIDIC, particularly Design and Build FIDIC EPC/Turnkey based contracts would be an asset.
- Previous experience in historic rehabilitation projects in the Caribbean will be an asset.

Competencies:
- Strong analytical skills, oral and written communication and team building skills.
- Commitment to UNDP's mission, vision and values.
- Sensitivity to cultural, gender, religion, race, nationality and age differences.
- Demonstrated ability to function in a team environment and to deal with complex multi-stakeholder environment.
- Ability to focus on impact and result for client and responds positively to critical feedback.
- Excellent time management and organizational skills with the ability to handle multiple tasks.
- Capacity to work under tight deadlines, manage stress and adapt to rapidly evolving situations.

Language:
- Excellent oral and written communication skills in English.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

(1) Offeror's letter to UNDP (See ANNEX II);

(2) Resume/CV. Resume /CV shall include Contact Information, Education/Qualification, Processional Certification, Employment Records /Experience

(3) FINANCIAL PROPOSAL:

Please complete the Price Submission Form (ANNEX III) attached, to express your price offer for the services required. Your price proposal would include costs such as your remuneration plus the per diem expense for each day in Trinidad & Tobago, if applicable. All prices shall be quoted in US dollars (USD). UNDP will not process Visas for the consultant.

A. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal will specify the daily fee, travel expenses and per diems quoted in separate line items, and payments are made to the Individual Consultant based on the number of days worked.

Travel

No travel costs should be included. Travel to and from Aruba would be the responsibly and at the expense of the consultant and should not be included in the price proposal.

6. EVALUATION

Method: Highest total score of weighted interview and financial criteria: The price proposals of all shortlisted consultants[1], who have attained a minimum 70% score at the Interview stage, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted, Interview and Financial criteria as follows: 70% Interview criteria, 30% Financial criteria.

	Shortlisting Criteria	Maximum points*
1	Relevance of Education/ Degree- Civil Engineering or equivalent and be a registered engineer with a reputable Engineers Board or equivalent	10
2	Years of Relevant Experience- experience in design works, contract administration, contractor management, cost management and public works	50

[1] See **Table 1** for Shortlisting Criteria for progression to the Interview Stage.

	3	Knowledge of the region- as a resident engineer on at least one construction project of comparable magnitude and /or in historic rehabilitation projects	45
	4	Availability for the duration of the project	10
	5	Proficiency in English and ability to write reports	10
		Total	**125**

Once candidates have been shortlisted, i.e. they have attained a score of at least 70%, based on the requirements in the Terms of Reference, only then, would they be interviewed for the position.

At the interview stage, candidates must attain a score of 70% for their financial proposals to be evaluated.

The final evaluation process is based on a 70:30 weighting, with 30 points being allocated to the financial component.
The following formula (cumulative analysis) is used to determine the financial scoring: $p = y (\mu/z)$, Where:
p = points for the financial proposal being evaluated
y = maximum number of points for the financial proposal
μ = price of the lowest priced proposal
z = price of the proposal being evaluated

Disclaimer

"This publication has been produced with the assistance of the European Union. The contents of this publication are the sole responsibility of UNDP and can in no way be taken to reflect the views of the European Union. "

ANNEXES

ANNEX I- TERMS OF REFERENCES (TOR)

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

ANNEX III – FINANCIAL PROPOSAL (PRICE SUBMISSION FORM)

ANNEX IV – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX V- INDIVIDUAL CONSULTANT CONTRACT TEMPLATE

TIMELINES

ACTIVITY	DUE ON
DEADLINE FOR RECEIPT OF OFFERS	**Friday 23rd August 2019 at 4pm AST**
EXPECTED START DATE FOR SUCCESSFUL CANDIDATE	September 2019

ANNEX 1

Empowered lives.
Resilient nations.

TERMS OF REFERENCE

Title:	**Consulting Engineer - SISSTEM**
Duty Station:	**Aruba**
Type of Contract:	**Individual Consultant - Long-Term Agreement (LTA)**
Post Level:	
Languages Required:	**English**
Expected Duration:	**Maximum of 15 days per month for three (3) years up to a total of 180 days over a three (3) year period**

1. Project Background

Aruba has embarked on implementing a sustainable development strategy as a key pillar of its overall development by reducing its dependence on the tourism industry, as well as, its use of fossil fuels and is pursuing initiatives to facilitate a 'green' knowledge economy driven by innovation. In so doing, the Government of Aruba (GoA) has identified the need to enhance its human resource capacity in higher education in Science, Technology, Engineering and Mathematics (STEM) and has endorsed the establishment of a group of programmes for Sustainable Island Solutions through Science, Technology, Engineering and Mathematics (SISSTEM) at the University of Aruba (UA).

The key objective of the project is that the UA will be able to deliver tertiary level educational programmes (Bachelor's and Master's Level) as well as a research offer with particular focus on the STEM subjects. The SISSTEM Project will result in an increase in the number of persons with expertise and technical skills for innovative, sustainable development in Aruba, in the Caribbean, as well as, in other Small Island Developing States (SIDS).UNDP has been selected as the implementing partner for the new faculty expansion which will secure and make available physical facilities to house the new Bachelor STEM Programme, a Master's Programme in Sustainability and a new Research Institute.

The SISSTEM Faculty Expansion Project will include refurbishment of the Maria Convent in Aruba to accommodate multifunctional classrooms for 25 to 50 students and office space for 25 staff members, as well as, construction of laboratories (one Chemistry lab, one Physics lab, one Biosciences lab and one ICT lab) as well as procuring furniture and equipment for all classrooms, offices and laboratories.

2. Duties and Responsibilities

The Consulting Engineer has the responsibility to ensure the effective and efficient day to day implementation of all technical/engineering aspects within the project under the overall guidance and supervision of the Project Manager. He/She will ensure the functioning of all technical aspects related to construction and/or renovation works for the project.

Responsibilities of Consulting Engineer include:

xi. Preparation and updating of project annual and quarterly work plans, and submission of same to the Project Manager for approval.
xii. Preparation and participation in work planning and progress reporting meetings as required.
xiii. Assistance in the drafting of terms of reference for key inputs (i.e. personnel, sub-contracts, training, and procurement) and submission of same to the Project Manager for clearance and approval, and assistance in the mobilization of such inputs.
xiv. Provision of technical engineering advice to project beneficiaries, revision of technical reports and monitoring of technical activities carried out by responsible parties.
xv. Supervision of technical/engineering staff and any local or international short-term consultants working on the project.
xvi. Monitoring engineering and construction methods and quality control, certification of that the quality of work conforms to the European standards for Universities of this nature.
xvii. Ensuring the timely submission of work plans, reports, outputs and other deliverables to the Project Manager for review and evaluation, as appropriate.
xviii. Provision of necessary technical support to project manager, including risk management, cost control, scheduling, monitoring and reporting.
xix. Provision of support and guidance to project staff and experts working on the Project.
xx. Provision of support to the Project Management in preparation for Project Board Meetings and all reporting requirements.

3. Competencies

i. Strong analytical skills, oral and written communication and team building skills.
ii. Commitment to UNDP's mission, vision and values.
iii. Sensitivity to cultural, gender, religion, race, nationality and age differences.
iv. Demonstrated ability to function in a team environment and to deal with complex multi-stakeholder environment.
v. Ability to focus on impact and result for client and responds positively to critical feedback.
vi. Excellent time management and organizational skills with the ability to handle multiple tasks.
vii. Capacity to work under tight deadlines, manage stress and adapt to rapidly evolving situations.
viii. Excellent oral and written communication skills in English.

4. Education and Experience

i. Must possess university degree in Civil Engineering or equivalent. A Master's Degree will be an asset.
ii. A minimum of 10 years practical post-qualification experience.
ix. Must have extensive experience in design works, contract administration, contractor management, cost management and public works. Experience with reconstruction of historic buildings and facilities would be an asset,
x. Must have recent experience (last 7 years) as a resident engineer on at least one construction project of comparable magnitude.
xi. A knowledge of FIDIC, particularly Design and Build FIDIC EPC/Turnkey based contracts would be an asset.

xii. Previous experience in historic rehabilitation projects in the Caribbean will be an asset.

5. Duration

The IC Contract will enter into effect upon signature by both parties, expected for one year of duration and can be extended up to 2 (two) additional periods of 1 (one) year each up to a maximum of 3 (three) years upon certification of satisfactory performance.

6. Supervision

Consulting Engineer will be supervised by the Project Manager.

7. Fees

The consultant will receive payment based on his/her daily fees, for the maximum of 180 days (maximum of 15 days per month for 3 years but no more than 180 days for the three (3) years) days under this assignment.

The candidate shall quote his/her services on a professional daily fee for services based on the deliverables identified below.

Travel to and from Aruba would be the responsibly and at the expense of the consultant and should not be included in the price proposal.

8. Evaluation Criteria

Method: Highest total score of weighted interview and financial criteria. The price proposals of all shortlisted consultants[2], who have attained a minimum 70% score at the Interview stage, will be compared. UNDP will award a contract to the individual who receives the highest score out of a predetermined weighted, Interview and Financial criteria as follows: 70% Interview criteria, 30% Financial criteria.

Table 1

	Shortlisting Criteria	Maximum points*
1	Relevance of Education/ Degree- Civil Engineering or equivalent and be a registered engineer with a reputable Engineers Board or equivalent	10
2	Years of Relevant Experience- experience in design works, contract administration, contractor management, cost management and public works	50
3	Knowledge of the region- as a resident engineer on at least one construction project of comparable magnitude and /or in historic rehabilitation projects	45

[2] See **Table 1** for Shortlisting Criteria for progression to the Interview Stage.

4	Availability for the duration of the project	10
5	Proficiency in English and ability to write reports	10
	Total	**125**

Once candidates have been shortlisted, i.e. they have attained a score of at least 70%, based on the requirements in the Terms of Reference, only then, would they be interviewed for the position.

At the interview stage, candidates must attain a score of 70% for their financial proposals to be evaluated.

The final evaluation process is based on a 70:30 weighting, with 30 points being allocated to the financial component.

The following formula (cumulative analysis) is used to determine the financial scoring: $p = y(\mu/z)$, Where:

p = points for the financial proposal being evaluated
y = maximum number of points for the financial proposal
μ = price of the lowest priced proposal
z = price of the proposal being evaluated

9. Deliverables

i. Preparation of terms of reference for contracting of a consultant firm to undertake preparatory work: Design, detailed engineering and architectural designs; tender documents for renovation; and adaptation works for Maria Convent, Modular labs, Technical installations and infrastructure.

ii. Review, evaluate and advise on design documents submitted by the consultant firm for the design, detailed engineering and architectural designs; tender documents for renovation; and adaptation works for Maria Convent, Modular labs, Technical installations and infrastructure.

iii. Monitor and evaluate performance of services provided by contractors and design consultancy firm.

iv. Responsible for ensuring the effective implementation, monitoring and supervision of the Maria Convent Building Complex renovated/refurbished and two (2) pre-fabricated buildings established to house the new SISSTEM Facility at the University of Aruba.

v. Participate in the Evaluation Panel tasked with Bid review and contractor recommendation, in accordance with UNDP regulations, policies, rules and procedures.

vi. Conduct a final inspection and adjust final accounts as necessary including final payments to the Contractor and release of retention monies, if applicable.

vii. Perform other tasks related to the project implementation as may be requested by the Project Manager.

ANNEX II

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

Date _____

Mr. David Akopyan
Resident Representative a.i.
United Nations Development Programme
UN House
3A Chancery Lane
Port of Spain

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 **Individual Consultant - Consulting Engineer – SISSTEM**

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) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]:*

☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency]*

☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.

E) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex III;

F) 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;

G) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;

H) 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];*

I) 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:

_____

J) 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

K) 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.

L) ***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.

M) 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.

N) 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

O) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

P) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

Q) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

R) 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.

Annexes *[please check all that applies]*:

- ☐ CV shall include Contact Information, Education/Qualification, Processional 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)

ANNEX III

Price Submission Form
Form 1.

Resident Representative
United Nations Development Programme, Trinidad and Tobago

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to provide (the requested services) for the total sum of (indicate amount in number and letters) including applicable taxes, plus the per diem expenses as may be ascertained in accordance with the Price Schedule described below and made part of this Offer.

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

Cost Components	Unit Cost per day US$	Quantity of days	Total Rate for the Contract Duration US$[3]
I. Personnel Costs			
Professional Fees		180	
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
TOTAL			

I undertake, if my Offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this Offer for a period of 90 days from the date fixed for receiving of Offers in the Request for Quotation, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any Offer you may receive.

Date:

Name and signature:

[3] Rate of Exchange - 1USD= 6.7664TTD/ 1USD=1.79AWG

ANNEX IV

UNITED NATIONS DEVELOPMENT PROGRAMME
GENERAL CONDITIONS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

1. LEGAL STATUS

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

2. STANDARDS OF CONDUCT

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

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

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

standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

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

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

At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of services under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract.

Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS

If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

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

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS

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

7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**

The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

9. **INDEMNIFICATION**

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. **INSURANCE**:

The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract.

The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract.

The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS

The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work 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, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

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

13. **TERMINATION**

Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

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

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

14. **NON-EXCLUSIVITY**

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

15. TAXATION:

Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar

charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. **AUDITS AND INVESTIGATIONS**

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

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

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

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

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

17. **SETTLEMENT OF DISPUTES**:

*Amicable Settlement***:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

Arbitration: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of

Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

18. **LIMITATION ON ACTIONS**

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

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

19. **PRIVILEGES AND IMMUNITIES**

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

UNITED NATIONS DEVELOPMENT PROGRAMME

Contract for the services of
an Individual Contractor

No_____

This Contract is entered into on [insert date] between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual Contractor") whose address is _____.

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Nature of services**

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

2. **Duration**

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

3. **Consideration**

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ---------- in accordance with the table set forth below[4]. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

[4] For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem…) and the corresponding fee/cost in the Deliverable (s) table.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

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

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

4. Rights and Obligations of the Individual contractor

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

5. Beneficiary

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

Mailing address, email address and phone number of beneficiary:

_____
_____
_____
_____

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

_____
_____
_____
_____

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

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at www.undp.org/procurement **and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled**

"Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

□ The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

AUTHORIZING OFFICER: **United Nations Development Programme**	**INDIVIDUAL CONTRACTOR:**
Name; _____ **_____**	**Name;**
Signature; _____ **_____**	**Signature;**
Date; _____ **_____**	**Date;**