



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: November 08<sup>th</sup>, 2019

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**Description of the Assignment:** The two (2) Senior Commodities Advisor will provide technical support on sustainable commodity production and intensification besides s/he will support the work of national and subnational commodity platforms as they relate to production practices. The scope of work will vary depending on the specific assignment, including one or various of the below tasks: Technical advisory services including; Project design, formulation, implementation & other project related functions; Knowledge management & south-south cooperation.

**Project Name:** Taking deforestation out of the Commodity Supply Chains, Project No. 00101611.

**Period of Assignment /Services:** Approximately 170 working days (over a period of 1 year), maximum working days over the 3-year period would be 510 working days.

Proposal should be submitted at the following email [procurement.rblac.regionalhub@undp.org](mailto:procurement.rblac.regionalhub@undp.org),

**Subject: 16431 RSC 2019 – Framework Agreement for two (2) Senior Commodities Advisor** no later than **November 21<sup>st</sup>, 2019 at 15:00 (UTC /GMT -5), time of the Republic of Panama.**

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail indicated above no later than **November 13<sup>th</sup>, 2019 at 15:00 (UTC /GMT-5), time of the Republic of Panama.** Procurement Unit RSC LAC will respond by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

The procedures for the acquisition of services will be the ones indicated by the United Nations Development Program.

This process is directed only to one individual. Any proposal received by more than two individuals jointly or legal entity will be rejected. Likewise, will be rejected all the proposals from consultants involved in the elaboration of the present Terms of Reference.

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## **1. BACKGROUND, SUMMARY OF KEY FUNCTIONS, KEY RESULTS EXPECTED, COMPETENCIES AND QUALIFICATIONS.**

For detailed information, please refer to Annex 1 – Terms of Reference.

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

Interested individual consultants must submit the following documents (in PDF format) duly signed to demonstrate their qualifications:

**2.1 Proposal (in English):** Brief description of why you consider yourself as the most suitable for the assignment, and a methodology, if applicable, on how you will approach and complete the assignment.

**2.2 Financial Proposal (mandatory):** The standard **Letter of Confirmation of Interest and Availability** supported by a breakdown of costs by components, which you must complete, sign and submit to UNDP. Please refer to **Annex 2**.

The financial proposal shall specify a daily fee's amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR.

**2.3 P11 form or CV:** Including experience in similar projects and at least **(3) professional references** (e-mail, phone number).

**2.4 Beneficiary:** Personal information as name, address, ID, phone number of a beneficiary in case of death during the consultancy. Documents to certify this info will be required in case you were selected for the consultancy.

**Take note: Email size should not exceed 4 MB.**

### 3. EVALUATION

Individual consultants will be evaluated based on the following methodology:

#### Cumulative Analysis

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

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

\* Technical Criteria weight; 70%

\* Financial Criteria weight; 30%

Only Candidates, who reach 70% of total score in the Technical evaluation, will be considered RESPONSIVE and will continue for the financial evaluation of proposals.

#### ANNEXES

ANNEX 1 - TERMS OF REFERENCES (TOR);

ANNEX 2 - OFFEROR'S LETTER TO UNDP;

ANNEX 3 - MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICES OF INDIVIDUAL CONTRACTORS;

ANNEX 4 - EVALUATION CRITERIA.

# UNITED NATIONS DEVELOPMENT PROGRAMME

## REGIONAL BUREAU FOR LATIN AMERICA AND THE CARIBBEAN (RBLAC)



### TERMS OF REFERENCE

#### CLUSTER: Sustainable Development Cluster

#### A. GENERAL INFORMATION

Title:	Framework Agreement for two (2) Senior Commodities Advisor
Project:	Award No.: 00098209, Project No. 00101611- Production child project of the Commodities Integrated Approach Pilot (GEF-CIAP) / Project No. 00079521 - Green Commodities Programme
Type of contract:	Framework Agreement
Director Supervisor:	GCP Global Head
Contracting Authority:	United Nations Development Programme
Duty station:	Home based with some travel
Languages Required:	English required (Spanish or French are an advantage)
Start Date:	January 2020
Expected Duration:	3 years (with a maximum of 510 working days in the period)

#### B. BACKGROUND

Most commodity sectors in developing countries are afflicted by poor production practices that lead to increasing pressure on ecosystems and fail to improve the livelihoods of rural communities. Poor production practices lead to negative environmental impacts such as biodiversity loss, deforestation, carbon emissions, soil erosion, depletion of water resources and contamination from chemicals. In fact, the largest driver of deforestation is the production of agricultural commodities. On the social side, working conditions in

commodity production are often not in line with basic labour rights. Despite recent commodity booms, small producers are held in poverty, mostly due to low productivity and product quality.

Despite the progress made through standards and supply-chain initiatives, weaknesses in the underlying enabling environment limit change at a larger scale. An effective enabling environment consists of elements such as clear public policies, a well-functioning legal framework, clarity regarding land-use planning, effective enforcement mechanisms, accessible credit structures, and effective farmer extension services. As a result of the absence of these elements, work on commodity sustainability remains less effective than it could be, and costlier and more time-consuming than it should be. Improving the enabling environments will increase the chances of sector-wide change to sustainable production practices.

UNDP established the Green Commodities Programme (GCP) in 2009 in recognition of the importance of global agricultural commodities and how they contribute to economic, social and environmental sustainability and the need to strengthen UNDP's support and leadership in the field. GCP was initiated with seed funding from the UNDP and was tasked to evolve into a global programme supporting UNDP's Strategic Plan, building on almost a decade of GEF supported projects mainstreaming ecosystem services into productive landscapes. GCP's global targets, objectives and delivery strategies are based on inclusive and sustainable growth and development – combining governments and markets in agriculture through public private partnerships and democratic dialogue processes. GCP's focus on strengthening the livelihoods of smallholder producers within commodity supply chains and reducing environmental footprints, particularly deforestation, through public private partnerships can be key for UNDP's ambitions to reduce poverty, reduce deforestation and engage the private sector in SDGs.

The Green Commodities Programme (GCP) exists to improve the national economic, social and environmental performance of agricultural commodity sectors. GCP works within agricultural commodity production in countries of UNDP operation where the programme can have significant impact on rural livelihoods, mitigate climate change, and maintain the ecosystem services and resilience of landscapes and seascapes.

The GCP has pioneered the concept of National Commodity Platforms to help governments facilitate shared visions and actions for sustainable commodity production among key stakeholders. GCP operates in over 10 countries globally.

GCP is now coordinating the Good Growth Partnership program (GGP), an integrated “supply chain” approach to tackling the underlying root causes of deforestation from agriculture commodities, specifically beef, oil palm, and soy, which together account for nearly 70% of deforestation globally. The GGP Program will be delivered through a multi-agency consortium including WWF, IFC, UNEP, and CI. The Program will provide support to production, generate responsible demand, support enabling transactions and foster adaptive management and learning through multiple child projects. UNDP GCP also is implementing the production project within the GGP which includes global support and activities in three target countries (Paraguay, Liberia and Indonesia).

### **C. PURPOSE**

The Senior Commodities Advisor will provide technical support on sustainable commodity production and intensification besides s/he will support the work of national and subnational commodity platforms as they relate to production practices.

### **D. SCOPE OF WORK**

The scope of work will vary depending on the specific assignment, including one or various of the below tasks:

#### **Technical advisory services including:**

- Strengthening government policies, regulations, legislation and programs;
- Best practices for farmer training and for strengthening national and sub-national extension services and strategies;
- Effective approaches to supporting the sustainable intensification of commodity production in target landscapes;
- Provision of technical inputs into the work of the Platforms, including Action Plan development to ensure that issues related to policy, agricultural extension and mapping are adequately included;
- Close coordination with Climate and Forest initiatives globally and in participating countries including provision of advice on linkages between farmer support strategies and REDD+ mechanisms, strategies and associated Policies and Measures (PAMs);
- Updates to the global team on the policy, extension and landscape work that is being carried out at country level and any challenges being experienced, for project boards and steering committees.

#### **Project design, formulation, implementation and other projects related functions:**

- Support the development of global programmes on select commodities;
- Support development and implementation of country level projects within GCP, in close coordination with key COs and private sector counterparts;
- Identify and develop new project opportunities, especially for national level projects in target countries for target commodities;

- Develop concept and projects to facilitate support from climate finance to 'green' target commodity supply chains;
- Support development of GEF funded commodity projects;
- Definition of annual priorities, as they relate to the policy and regulatory framework for commodity production, agricultural extension and farmer training, and mapping of critical land areas;
- Provision of inputs and review of project workplans and budget to ensure inclusion of required policy, extension and landscape activities;
- Support development of ToRs for national-level consultancies (related to policies, extension and landscape-level work) through technical inputs;
- Monitoring of in country activities related to policy, extension and landscapes;
- On/going interaction with country offices, project teams and government counterparts for effective implementation of technical aspects of in country activities.

**Knowledge management & south-south cooperation:**

- Support for development of knowledge products, tools, training, and awareness materials based on synthesis and capturing of lessons learned on policy, agricultural extension and landscape activities, both at the national and global levels;
- Integration of cross-cutting themes, including resilience and gender, as they relate to strengthening the regulatory framework for commodity production, farmer training/ extension services and mapping of critical land areas;
- Support technical promotion at global events of sustainable commodity production;
- Contribute to GCP Communities of Practice through the facilitation of technical learning streams.

## **E. INSTITUTIONAL ARRANGEMENTS**

- The overall objective of this Framework Agreement is to facilitate and expedite the process by which UNDP-GCP can engage the services of Senior Commodities Advisors once there are specific assignments over the next 3 years;

- UNDP does not warrant that any quantity of services will be purchased during the term of the Framework Agreement, as this will depend on forthcoming needs;
- IC as a Framework Agreement is non-exclusive (i.e. it does not prohibit UNDP from entering into another such framework agreement with another individuals or entities);
- The Framework Agreement will be for a fixed all-inclusive daily fee;
- Once the Framework Agreement is signed, if there is a specific assignment, the focal person(s) at UNDP-GCP would contact the consultant, by email, informing of specific deliverables and timeline;
- The consultant must advise within 48 hours whether s/he is available to deliver the requested service;
- Thereafter a Purchase Order will be raised. Financial commitments will only be established each time the services are requested within the scope of the Framework Agreement through the transmitted email and purchase order;
- The Consultant will work from home, with mission travel as need;
- The Consultant will report to, and be directly supervised by the GCP Global Head, based in Panama;
- The Consultant will be given access to relevant information necessary for execution of the tasks under this assignment;
- Given the global consultations to be undertaken during this assignment, the consultant is expected to be reasonably flexible with his/her availability for such consultations taking into consideration different time zones where applicable;
- The Consultant will be responsible for providing her/his own workstation (i.e. laptop, internet, phone, scanner/printer, etc.) and must have access to reliable internet connection;
- Payments will be made upon submission of a detailed time sheet and certification of payment form, and acceptance and confirmation by the Supervisor on days worked (with a “day” calculated as 8 hours of work) and outputs delivered. If the quality does not meet standards or requirements, the consultant will be asked to rewrite or revise (as necessary) the document before proceeding to payment.



## F. DURATION OF THE WORK

The estimated level of effort is approximately 170 days per year, spread across various intermittent assignments. Maximum working days over the 3-year period would be 510.

## G. TRAVEL

The Individual Contractor will be home-based, with mission travel.

### Travel:

- International travel may be required- total number of days and timing to be determined;
- Any necessary missions must be approved in advance and in writing by the supervisor;
- The Advanced and Basic Security in the Field II courses must be successfully completed prior to commencement of travel;
- Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director;
- Consultants are required to comply with the United Nations (UN) security directives set forth under <https://dss.un.org/dssweb/>;
- Consultants are responsible for obtaining any visas and security clearances needed in connection with travel with the necessary support from UNDP.

All related travel expenses will be paid separately through the project travel fund and will be reimbursed as per UNDP rules and regulations upon submission of an F-10 claim form and supporting documents. Costs for airfares, terminal expenses, and living allowances should not be included in financial proposal.

In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

## H. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR

### **Required Skills and Experience**

#### **Academic Background:**

- Master's degree in Environment, Agriculture, International Development, Management, Social Sciences, or other closely related field.

**General Experience:**

- At least 10 years' experience in provision of technical advice related to environmental issues and sustainable development.

**Specific Experience:**

- At least 5 years' experience working sustainable production of agricultural commodities and on the establishment and operation of commodity platforms;
- Experience in working with multi-stakeholder, complex projects or programs is an advantage;
- Experience working with developing country contexts preferred;
- Working experience with UNDP Projects is an advantage.

**Required Languages:**

- Excellent oral and written English required (Pass/Fail);
- Additional languages, such as Spanish or French are an advantage.

**I. RECOMMENDED PRESENTATION OF PROPOSAL AND OTHER RELEVANT INFORMATION PAYMENT****Documentation to be submitted:**

- Applicants must submit a CV, indicating all past experience, Education/Qualifications, professional certifications and/or a duly completed and signed UNDP Personal History form (P11);
- Applicants must reply to the mandatory questions asked by the system when submitting the application;
- Applicants must submit a duly completed and signed Annex II Offeror's letter to UNDP confirming interest and availability for the Individual Contractor (IC) assignment to be downloaded from the UNDP procurement site.

The selected consultant will have the obligation to:

1. Before any travel, obtain the security permits for traveling to the countries where the services will be required. These permits may be obtained at [www.undss.org](http://www.undss.org);

2. Have the contract signed by the UNDP and the expert before starting the work and before starting any travel. If the expert travels and starts the work without having signed the contract, the work and travel will be at the expert's own risk and responsibility;
3. All background compiled, and deliverables produced by the expert are the property of the UNDP. The expert must obtain written permission from the UNDP to use all or part of the documents for any other consulting or work.

## **J. ANNEXES**

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

Date \_\_\_\_\_

Dear Sir/Madam  
United Nations Development Programme  
Regional Centre for Latin America and the Caribbean

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 **16431 RSC 2019 – Framework Agreement for two (2) Senior Commodities Advisor**;
- 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 or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) I hereby propose the following payment rate:

☐

A daily fee of \_\_\_\_\_ [state amount in words and in numbers indicating currency]; **PLEASE NOTE THAT THE DAILY FEE STATED IN THIS SECTION SHOULD BE IDENTICAL TO THAT DECLARED ON THE TABLE BELOW OF BREAKDOWN OF COSTS**

- e) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- f) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe of specified in the TORs, that will be sent to me if I am included in the Roster, 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: *[pls. check the appropriate box]*

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:
- 

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, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract;
- 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.

Full Name and Signature:

Date Signed:

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

☐ CV or Duly signed P11 Form

☐ Breakdown of Costs (Daily Fee)

**Important Note:** Please submit this form duly signed.

**A. Breakdown of Cost by Components**

Cost Components	a) Daily rate (US Dollars)
Professional Fees	

\* The monthly rate will be used for consultancies that require 21.75 consecutive workdays or more. Consultants may propose a rate that is either the result of the daily rate multiplied by 21.75 or a lower amount.



## 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](http://www.undp.org/procurement) and are attached hereto as *Annex II*.

#### 3. Consideration

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of [currency] ----- in accordance with the table set forth below<sup>1</sup>. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE	DUE DATE	AMOUNT IN [CURRENCY]

<sup>1</sup> 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.

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

☐ 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;** \_\_\_\_\_



# **UNITED NATIONS DEVELOPMENT PROGRAMME**

## **GENERAL CONDITIONS OF CONTRACTS 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 Individual Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

### **2. STANDARDS OF CONDUCT**

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

The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Individual 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 Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Individual 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 Individual 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 Individual Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Individual 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 Individual Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed.

The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Individual Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required

pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual 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 work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Individual Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual 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 Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual 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 Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licenses or other forms of Individual Contract are the subject of a valid written undertaking by UNDP.

No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual 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 Individual Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Individual Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Individual Contract.

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

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

#### **9. INDEMNIFICATION**

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Individual 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 Individual Contract, which give rise to legal liability to anyone not a party to the Individual 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 Individual Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Individual 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 Individual Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Individual Contract.

## **11. ENCUMBRANCES AND LIENS**

The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Individual Contract, or by reason of any other claim or demand against the Individual contractor.

## **12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Individual Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Individual 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 Individual Contract. If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

*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 Individual 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 Individual Contract.

## **13. TERMINATION**

Either party may terminate the Individual 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 Individual 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 Individual Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Individual Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is 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 Individual 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.

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

In the event of any termination of the Individual 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 Individual 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 Individual 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 Individual Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Individual 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 Individual 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 Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

#### **14. NON-EXCLUSIVITY**

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Individual 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. AUDIT AND INVESTIGATION**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance

with the terms and conditions of the Individual Contract.

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

#### **17. SETTLEMENT OF DISPUTES**

*Amicable Settlement:* UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Individual 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 Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three 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 Individual Contract, the cause of action accrues when such time of future performance actually begins.

#### **19. PRIVILEGES AND IMMUNITIES**

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

## EVALUATION MATRIX

The technical and financial aspects of every proposal submitted will be evaluated using the following matrix:

EVALUATION OF THE TECHNICAL PROPOSAL		MAXIMUM SCORE	%
CRITICAL SKILLS	<b>A. Academic Background</b>	<b>5</b>	<b>70%</b>
	<i>Master's degree in Environment, Agriculture, International development, Management, Social Sciences, or other closely related field.</i>	5	
	<b>B. General Experience</b>	<b>15</b>	
	<i>At least 10 years' experience in provision of technical advice related to environmental issues and sustainable development.</i> - Less than 10 years of experience 0 points - 10 years of experience 10 points - More than 10 years but less than 15 years 12 points - More than 15 years of experience 15 points	15	
	<b>C. Specific Experience</b>	<b>45</b>	
	<i>At least 5 years' experience working sustainable production of agricultural commodities and on the establishment and operation of commodity platforms.</i> - Less than 5 years of experience 0 points - 5 years of experience 10 points - More than 5 years but less than 8 years 12 points - More than 10 years of experience 15 points	15	
	<i>Experience in working with multi-stakeholder, complex projects or global programs is an advantage.</i>	10	
	<i>Experience working with developing country contexts is preferred.</i>	10	
	<i>Experience with UNDP Projects will be an advantage.</i>	10	

	<b><i>D. Required Languages</i></b>	<b>35</b>	
	<i>Additional languages, such as Spanish or French are an advantage.</i>	5	
	<i>Interview</i>	30	
	<b><i>EVALUATION OF THE ECONOMIC PROPOSAL</i></b>	<b>100</b>	<b>30%</b>

Interview: Offerors who reach a minimum of 49 points and achieve the 3 highest scores after evaluation of technical criteria (items A, B, C and D of the Evaluation Matrix), will be considered RESPONSIVE and will continue for interview and for the final stage of financial evaluation of proposals.

### FINANCIAL EVALUATION OF PROPOSALS

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal (daily rate offered). All other price proposals receive points in inverse proportion.

$$p = y (\mu/z)$$

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