



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

National Consultant for PDNA Guideline – INFRASTRUCTURE SECTOR

Date: 27 August 2014

Ref. No. UNDP/PN/040/2014

Country: Nepal

Description of the assignment The individual consultant is required to:

- Develop a methodology for PDNA and for developing a Recovery Framework.
- Develop a methodology for estimating impact of the disaster on Macro Economy and on Human Development.
- Develop Standard Operating Procedures for PDNA and Recovery Framework

Under Infrastructure Sector (Electricity, Transport & Communication, Water and Sanitation, Community Infrastructure)

Project name: Comprehensive Disaster Risks Management Project (CDRMP), UNDP Nepal

Period of assignment/services (if applicable): The contract will cover the period from 10 September 2014 till 30 November 2014 depending on the proposal and final work plan.

Duty Station: Kathmandu, Nepal

Proposal should be submitted at the following address: **Procurement Unit, UNDP (Ref.: UNDP/PN/040/2014 – National Consultant – Infrastructure Sector for PDNA Guidelines), UN House, Pulchowk, PO Box 107, Kathmandu, Nepal** or by email to **procurement.np@undp.org** no later than **08 September 2014**.

Any request for clarification must be sent in writing, or by standard electronic communication to the e-mail address: registry.np@undp.org. Request for clarification must be sent by 03 September 2014. The procurement unit will respond in writing, including an explanation of the query without identifying the source of inquiry, to all consultants or via bulletin published on the UNDP website: <http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>.

1. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED WORK

Interested candidates can download the Procurement Notice, detailed Terms of Reference (Annex I), General Condition of Contract for the services of Individual Contractors (Annex II) and P11 Form (Annex III) from the UNDP website:

<http://www.np.undp.org/content/nepal/en/home/operations/procurement.html>

Please submit your application at the following email address: procurement.np@undp.org

2. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Education & Experience:

- Master Degree in Structure, Transportation, Water and Sanitation Engineering, Urban Planning or any relevant degree.
- At least 7-10 years of relevant experience with similar work in DRM and expertise in conducting assessments in the infrastructure sector.
- Proven ability to facilitate multi-stakeholder consultations with a positive outcome.
- Proven experience and familiarity with assessment tools applied in DRM field including the PDNA
- Data management and data collection system experience
- Experience with relevant gender analysis frameworks and tools as well as analytical frameworks and tools that draw out specific impacts on socially excluded groups.

II. Other competencies:

- Familiarity with the National Government systems and procedures for conducting disaster assessment and planning post disaster recovery process.
- Initiative and ability to organise, coordinate and work with a multi stakeholder team
- Ability to deliver high-quality outputs on time.
- Excellent computer skills (Word, Excel, Access, Internet, Survey Monkey, statistical analysis packages).

3. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSAL

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

1. Proposal:

To be included as part of the proposal:

- A cover letter with a brief presentation of your consultancy explaining your suitability for the work;
- A brief methodology on how you will approach and conduct the work (*limit to under 1500 words*);

2. Financial proposal

- Financial proposal indicating a lump sum consultancy fee for the deliverables as per the TOR

3. P11 Form (attached as Annex 3) including past experience in similar projects and at least 3 references.

Note:

- a. Applicants of 62 years or more require full medical examination and statement of fitness to work to engage in the consultancy
- b. The candidate has to be an independent consultant (If the candidate is engaged with any organization, the organization employing the candidate will be issued with a Reimbursable Loan Agreement (RLA) to release the employee for the consultancy with UNDP).
- c. Due to sheer number of applicants, the procurement unit will contact only competitively selected consultant.

4. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

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:

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

* Technical Criteria weight; 70%

* Financial Criteria weight; 30%

Only candidates obtaining a minimum of 49 points in the technical evaluation would be considered for the Financial Evaluation.

Criteria	Weight	Max. Point
<u>Technical</u>		
Criterion A: Master Degree in Structure, Transportation, Water and Sanitation Engineering, Urban Planning or any relevant degree.	10%	10
Criterion B: <ul style="list-style-type: none"> At least 7-10 years of relevant experience with similar work in DRM and expertise in conducting assessments in the infrastructure sector. Proven ability to facilitate multi-stakeholder consultations with a positive outcome; Proven experience and familiarity with assessment tools applied in DRM field including the PDNA; Data management and data collection system experience; Experience with relevant gender analysis frameworks and tools as well as analytical frameworks and tools that draw out specific impacts on socially excluded groups. 	20% 10%	30
Criterion C: Familiarity with the National Government systems and procedures for conducting disaster assessment and planning post disaster recovery process; Initiative and ability to organise, coordinate and work with a multi stakeholder team	15%	15
Criterion D: Excellent computer skills (Word, Excel, Access, Internet, Survey Monkey, statistical analysis packages).	5%	5
Criterion E: Ability to write clearly and compellingly in English	10%	10
<u>Financial</u>		
• Lowest financial proposal	30%	30

Contract will be awarded to the technically qualified consultant who obtains the highest combined score (financial and technical). The points for the Financial Proposal will be allocated as per the following formula:

$$\frac{\text{Lowest Bid Offered*}}{\text{Bid of the Consultant}} \times 30$$

* "Lowest Bid Offered" refers to the lowest price offered by Offerors scoring at least 70% points in technical evaluation.

* The method of evaluation is a desk review of P11. Please highlight in the P11 form major report you have prepared (but don't attach them at this time).

ANNEX

ANNEX 1 – TERMS OF REFERENCES (TOR)

ANNEX 2 – GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONSULTANT

ANNEX 3 – P11 FORM

UNITED NATIONS DEVELOPMENT PROGRAMME
Comprehensive Disaster Risk Management Programme

Terms of Reference

**Consultancy assignment for adapting the Post Disaster Needs Assessment (PDNA) Guideline
for Nepal**

Contract Type	National Consultant: Infrastructure Sector – 1
Duration	September 10 – November 30, 2014
Duty Station:	Kathmandu, Nepal

1) GENERAL BACKGROUND

Effective and timely Post Disaster Needs Assessment (PDNA) is a critical component of a Government's early recovery efforts in the face of a medium or large scale disaster. PDNA is an important tool to identify the impact of a disaster on local and national assets and capacities and prioritise early, medium and long-term recovery needs and response options. A PDNA exercise can produce a consolidated, government-owned report that begins to articulate the recovery framework and clearly outlines early, medium and long-term recovery needs in a format that can be globally understood both by technical experts and external partners including donors. The PDNA can also help define priorities, estimated costs, timeline, and the actors most likely to be involved based on sector-wise valuation of damages and losses and human recovery needs.

Government authorities are increasingly using a locally adapted version of the World Bank/United Nations/European Union PDNA tool as a means of assessing both loss and damage and reconstruction costs in the wake of disaster events globally. Use of this tool has also often improved the speed and quality of dialogue between donors and Governments in assessing the need for additional funds to support recovery and reconstruction in disasters. Standardised information collected against a clear baseline is a key tool for government decision making for Governments authorities in the aftermath of an emergency.

In 2012, following the earthquake in Nepal, the Government of Nepal (GoN) led by the Ministry of Urban Development (MoUD)/Department of Urban Development and Building Construction (DUDBC), Ministry of Home Affairs (MoHA) in Nepal took a decision to conduct PDNA training and develop a recovery and reconstruction plan. Based on the decision, two rounds of PDNA training for Government Officials and other organizations were conducted in 2012 with support of WB and UNDP/ CDRMP. Several ministry/department levels post disaster assessment reports (Darchula Flood, Seti Flood, Koshi Flood, 2011 Earthquake etc) have also been prepared on different occasions.

Following this experience and in view of the frequent disasters and high risk and exposure of the country, the GoN recognised the need to improve and establish guidelines for post disaster needs assessment. There is a decision to undertake the work of adapting the global Guide to Multi-Stakeholder PDNA and the Recovery Framework (RF) to the context of Nepal as well as establishing

standard operating procedures for undertaking such assessments.

This work will need to take into consideration the range of risk assessments that have already been undertaken in Nepal over the last 10 years, taking into account different methodologies and ensuring agreement on key assumptions used for the PDNA and RF estimations. In addition, the PDNA guideline development process needs to ensure real-time exchange and alignment with ongoing processes in risk assessment including the Nepal Risk Reduction Consortium, Nationwide Risk Assessment as well as a potential JICA-supported Disaster Risk Assessment in Kathmandu Valley (a follow-up to the landmark 2002 study).

The process must also build on ongoing work on a Combined Assessment Tool for Post Disaster Assessment which is adapted from existing global needs assessment guidance including the Multi-sector Initial Rapid Assessment, supported by UNICEF in cooperation of MOHA.

The Request for proposal calls for an individual consultant to adapt a Nepal-specific Post Disaster Needs Assessment Guidelines and Recovery Framework fully aligned with the Global PDNA and RF guidelines. The assignment is carried out under contract with UNDP. The work is led jointly by UNDP with the Ministry of Urban Development/Department of Urban Development and Building Construction, Government of Nepal. The assignment requires frequent consultation with key nodal ministries – MoHA and Ministry of Federal Affairs and Local Development (MoFALD) – as well as line ministries and departments of the Government of Nepal; with the WB and the EU as global partners in developing PDNA guidance; as well as other international and civil society organizations likely involved in major PDNA exercises and supporting national recovery programming. The final product requires approval of the Government of Nepal; arriving at that final approval will take place outside of the contract period.

2) OBJECTIVES OF THE ASSIGNMENT

The PDNA guidance development team will work with the MoUD/DUDBC under the aegis of the UNDP Comprehensive Disaster Risk Management Programme (CDRMP) to establish a locally adapted guidance, methodology and standard operating procedures for conducting a Post Disaster Needs Assessment and developing a Recovery Framework with the following specific objectives:

- Provide an adapted methodology, guidance and criteria for assessing the effects and impact of a disaster as a basis for developing a comprehensive Recovery Framework for short, medium and long term recovery and reconstruction;
- Provide adapted guidance and criteria for developing a Recovery Framework including costing and reprogramming and allocation of resources;
- Provide standard protocols and assessment tools for commissioning the Post Disaster Needs Assessment as well as the proposed roles and responsibilities and rules of engagement of the various ministries in a PDNA and external partners such as the UN, World Bank, EU, other donors and civil society organizations.

The Team Leader will be responsible for the overall objectives as stated above. The team members will be responsible for corresponding inputs to the above for the Social Sectors, Productive Sectors and Infrastructure Sectors respectively as well as collective inputs to Cross-cutting Sectors.

3) SCOPE OF WORK, RESPONSIBILITIES AND DELIVERABLES

UNDP Nepal will hire the services of a team of consultants to develop a comprehensive methodology and standard operating procedures for conducting post disaster needs assessment methodology. The team will have three technical experts (social, productive and infrastructure) and one team leader. Based on the above objectives, the team of consultants are expected to review existing literature at national, regional and global level on Post Disaster Needs Assessment and undertake the following :

A. Develop methodology for PDNA and for developing a Recovery Framework

- Develop a methodology for estimating the consequences of the disaster taking into account: damage to infrastructure, economic losses in production, destruction of services, disruption in governance processes and increased risk.
- The above methodology should be developed for 16 sectors mostly organized under 11 clusters. The sectors are of the following categories -
 - Social Sector : Health, Education, Housing, Culture
 - Productive Sector: Agriculture, Livestock & fishery; Employment and Livelihoods , Industry, Commerce, Tourism
 - **Infrastructure Sectors: Electricity, Transport & Communication, Water and Sanitation, Community Infrastructure.**
 - Cross Cutting Sectors: Disaster Risk Reduction, Governance, Gender and Social Inclusion; and Environment.
- In each sector propose the set of baseline data required, questionnaire and templates for data collection for assessing the effects of the disasters and impact of the disaster on macro economy and human development, including identifying pre-crisis data sets and humanitarian needs assessment data that will be used.
- Determine the criteria for assessing infrastructure damage under different damage categories such as fully damaged and partially damaged etc
- Propose for each sector a methodology for estimating the costs for recovery and reconstruction, including considerations on the diverse geographic and development regions.
- Propose guidance how each sector assesses the cross cutting elements of gender and social inclusion, people with disability, disaster risk reduction and governance issues.
- Provide guidance on sector recovery strategies including aspects of implementation arrangements for recovery.
- Recommend an effective and efficient coordination structure that encourages cross-cluster collaborations and hence supports recovery interventions leading to sustainable development in the field.

B. Develop a methodology for estimating impact of the disaster on Macro Economy and on Human Development

- In consultation with human development experts and poverty experts, develop an overall framework for estimating the impacts of disasters on the economy and on human development relevant to Nepal context.
- Select specific indicators within the MDG, Multi-dimensional Poverty Index and agree with the

Government of Nepal on the specific focus of estimating the aggregate impacts of disasters on development.

- Provide a methodology for estimating the impacts of disasters on human development, MPI or MDG as agreed.

C. Develop Standard Operating Procedures for PDNA and Recovery Framework

- Develop standard operating procedures for establishing the roles and responsibilities of various ministries, departments and other relevant organizations/society/associations in conducting the PDNA and developing a Recovery Framework. Protocols should:
 - Develop clear guidelines for engagement of the International community particularly the signatories of the tripartite agreement and the civil society in the assessment process that is led by the National Government.
 - Ensure adequate consultation takes place in the various stages of the assessment process and in the development of the recovery and reconstruction plan.
- Propose measures to institutionalize PDNA/RF process and its effective utilization when needed.
- Ensure that Post PDNA follow up processes are defined.

Normative references and existing literature

All of the above must be undertaken with reference to existing national institutional frameworks for DRM. Similarly, the products must be consistent with the global Guide to Multi-Stakeholder Post-Disaster Needs Assessment (PDNA) and the Recovery Framework (RF). Additional key national documents and literature will be provided by the supervising Project Officer at the start of the contract. This includes key risk assessments for Nepal, such as:

- Kathmandu Valley Development Authority and GoN/MOUD (April 2014) "Urban Growth Trend, Multi-Hazard Risk and Future Growth of Kathmandu Valley".
- Asian Disaster Preparedness Center, Norwegian Geotechnical Institute, Centre for International Studies and Cooperation, (2010) "Nepal Hazard Risk Assessment"
- Mishima, Naoko (2007), Global Survey on Building Code and Code Enforcement. Presentation held at the National Workshop on Effective Enforcement and Dissemination of Building Code, 3 August 2007, Lalitpur, Nepal
- 3CD City Profiles Series (2005) "The Kathmandu Valley, Nepal Disaster Risk Management Profile" Current Working Document
- Surya Narayan Shrestha and Amod Mani Dixit (2004) "Earthquake Risk Management in Rapidly Urbanizing Areas of Nepal" have been conducted at different point of time.
- NSET (2003) "Non-Structural Vulnerability Assessment of Hospitals in Kathmandu Valley"
- JICA and Ministry of Home Affairs, Nepal (2002) The Study on Earthquake Disaster Mitigation in the Kathmandu Valley

(Additional national references to be provided at the start of contract.)

Required elements of process

The process of developing adapted PDNA and RF guidelines and framework will include attention to the following:

- Ensuring consultation at key strategic decision-making points with the Government of Nepal, bearing in mind the role of MOUD/DUDBC as lead government agency with responsibility for Recovery;
- Ensuring consultation and engagement with other key nodal and line ministries and relevant international and civil society organizations, likely involved in major PDNA exercises and supporting national recovery programming;
- Ensuring specific focus on the political and technical buy-in and validation around selection of methodologies and tools involved in the PDNA and development of the RF;
- Ensuring real-time sharing and alignment with on-going processes around the NRRC-led Nationwide Risk Assessment and the MoHA/UNICEF-led development of the Combined Assessment Tool for Post Disaster Assessment.

Specific responsibilities within the Team

The Team Leader will be responsible to:

- Develop and manage progress against an overall work plan for the team, providing updates to the supervising Project Officer including identifying any unmanageable risks to implementation;
- Lead the overall process to ensure that the development of the adapted PDNA and RF guidelines and methodologies yields a high quality product and the successful engagement and buy-in of key national and international stakeholders, and especially the ownership of the national recovery leadership, MOUD/DUDBC;
- Provide guidance and quality assurance to the work of the Team Members who will work primarily focusing on element A above;
- Prepare the final document that brings together the sector guidelines and recovery framework (element A), the macroeconomic and human development chapter (element B) and the SOPs for conducting a PDNA (element C).

Team Member (Infrastructure sector) will be responsible to:

- Provide high quality inputs and ensure effective support to Team Leader for adapting and application of the methodology for PDNA and for developing the RF (element A), focusing on infrastructures sectors and contributing with the Team Leader to the Cross-Cutting Sector;
- Provide infrastructures sector specific inputs to the macroeconomic and human development chapter (element B) and the SOPs for conducting a PDNA (element C) as required;
- Report to and seek advice from the Team Leader on progress vis-à-vis the agreed work plan on infrastructures for the team, including identifying any unmanageable risks to the successful

delivery of high quality product and the successful engagement and buy-in of key national and international stakeholders.

4.0) OUTPUTS AND DELIVERABLES

One report is expected to be produced by the team leader based on the inputs received from the three national consultants. The deliverables and final outputs of the assignment will include:

S. No	Deliverables & Outputs	Target Due Date	Review and Approval Required
1	Report with specific inputs to the Inception Report detailing: <ul style="list-style-type: none"> • a summary of key issues emerging from the desk review and initial interviews with key stakeholders with specific focus on infrastructures sector; • any refinements/clarifications to the scope of work with specific focus on infrastructures sector; • specific intersections with the work on the Nationwide Risk Assessment and the Combined Assessment Tool with specific focus on infrastructures sector; • provide specific written inputs with infrastructures sector to prepare a detailed work plan specifying the required sequence of steps, interim products and persons responsible and addressing the required elements of the process. (This will include specific team member responsibilities for inputs and interim deliverables and turn-around times for various feedback mechanisms.) 	End week 2	Overall PDNA & RF guidance technical review team (membership tbd)
2	Provide specific inputs with infrastructures sector for two presentations on the proposed process of adapting the PDNA and RF Guidelines and key questions to be resolved (for senior government decision-makers and for technical sector groups).	End week 3	Supervising Project Officer and CDRMP Programme Manager
3	Mid-stage update on progress (for circulation to key stakeholders)	End week 4	
4	A presentation of the initial outline of the proposed methodology estimating the consequences of the disaster for each group of sectors, taking into account damage to infrastructure, economic losses in production, destruction of services, disruption in governance processes and increased risk, and identifying pre-crisis secondary data sources, for consultation and feedback.	End week 5	Respective technical sector groups

5	A presentation on the initial outline for methodology for estimating impact of the disaster on Macro Economy and on Human Development for consultation and feedback.	End week 6	Respective technical sector groups
6	First consolidated draft Guidelines on PDNA and RF.	End week 7	Overall PDNA & RF guidance technical review team and the Early Recovery Network members.
7	First consolidated draft standard operating procedures for triggering and undertaking a PDNA and RF.	End week 8	
8	Final output 1: A guide for Post Disaster Needs Assessment and the development of the Recovery Framework drawing from global guidance and adapted to the context of Nepal as per the scope above;	End week 9	Overall PDNA & RF guidance technical review team
9	Final Output 2: Proposed standard operating procedures for triggering and undertaking a PDNA and RF that establish the roles and responsibilities of various ministries, departments and other relevant organizations/society/associations as per the scope above.	Mid-week 10	
10	Final Output 3: Proposed measures to institutionalize PDNA/RF process and a Post PDNA follow up processes.	Mid-week 11	
11	Final Output 4: Presentation on Guide on PDNA and RF, SOPS and follow-up	Mid-week 12	

Specific deliverables of Team Members will be detailed in the Inception Report. All deliverables are to be provided in softcopy (MS Office versions) and hard copy to the Senior Program Officer - EPRER

5.0) DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

The contract will cover the period from 10th September till 30th November 2014 depending on the proposal and final work plan.

The duty station will be in Kathmandu, Nepal based in the office of the MoUD/DUDBC and/or UNDP/CDRMP based on the requirement.

Travel within the country is not initially anticipated; if required, travel costs will be added in an amendment in line UN standard costs and rules.

6.0) INSTITUTIONAL ARRANGEMENTS, MONITORING AND PROGRESS CONTROLS

The consultant will work under the day to day supervision and overall guidance of the team leader for the assigned tasks. In the process of fulfilling his/her assigned task, the consultant also needs to work closely with CDRMP Programme Manager (PM) and Senior Program Officer EPRER and listen to their advices. The required deliverables and output will be reported and presented to team leader and share to CDRMP team where found necessary and helpful.

Selected National Consultant will develop their sectoral report in the format as described under section A.

The CDRMP PM and DRM Advisor have ultimate contractual responsibility to sign off on deliverables.

However, as national ownership as well as engagement of wider stakeholders likely involved in PDNAs and recovery are so critical, additional feedback and approval mechanisms will be established. The more significant deliverables and all final outputs will be submitted for feedback as indicated in the section above to:

- An overall PDNA & RF Guidance Technical Review Team comprised of designated staff from key ministries and other selected key stakeholder organizations (membership of 6-8 individuals to be defined) providing approval on key deliverables;
- Technical Sector Groups comprised of designated technical staff from key ministries and other selected stakeholder organizations relevant to each sector and cross-sector grouping, thus allowing slightly wider sector specific consultations and feedback at the technical level;
- The Early Recovery Network which provides a standing group of ministry and UN focal points most-likely involved in dimensions of Early Recovery and allowing an overlapping group for consultations and feedback.

CDRMP SPO EPRER will be responsible for ensuring access to required documentation for the desk review; identifying the list of key stakeholder organizations and individuals to be involved in the process; ensuring logistics support for organizing meetings with the above groups of stakeholders and any major consultations; following up to ensure feedback on interim deliverables.

CDRMP will ensure office space while consultants are responsible for their own laptops and other work equipment.

7.0) PAYMENT SCHEDULE

Payments of the consultant will be output-based on agreed 3-stage payment schedule linked to deliverables, with timing to be defined further at the time of contracting depending on start date.

S. No	Description	Percentage of Contract Amount	Due Dates
1	After completion of the Deliverable 2	20 % of the contract amount	September 30, 2014
2	After completion of the Deliverable 6	40 % of the contract amount	October 31, 2014
3	After submission of Deliverable 16	40 % of the contract amount	November 30, 2014

8.0) DEGREE OF EXPERTISE AND QUALIFICATIONS

- Master Degree in Structure, Transportation, Water and Sanitation Engineering, Urban Planning or any relevant degree.
- At least 7-10 years of relevant experience with similar work in DRM and expertise in conducting assessments in the infrastructure sector.
- Proven ability to facilitate multi-stakeholder consultations with a positive outcome.
- Proven experience and familiarity with assessment tools applied in DRM field including the PDNA
- Data management and data collection system experience
- Experience with relevant gender analysis frameworks and tools as well as analytical frameworks and tools that draw out specific impacts on socially excluded groups.
- Familiarity with the National Government systems and procedures for conducting disaster assessment and planning post disaster recovery process.
- Initiative and ability to organise, coordinate and work with a multi stakeholder team
- Ability to deliver high-quality outputs on time.
- Excellent computer skills (Word, Excel, Access, Internet, Survey Monkey, statistical analysis packages).
- Excellent computer skills (Word, Excel, Access, Internet).

9.0) CONSULTANT PRESENCE REQUIRED ON DUTY STATION / UNDP PREMISES

☐ NONE
 ☐ PARTIAL
 ☐ INTERMITTENT
 ☒ **FULL-TIME**

10.0) REQUIREMENTS FOR SUBMISSION OF APPLICATIONS

For National Consultant - Infrastructure Sector

Your proposal should consist of the following documents:

1. CV of no more than 3 pages;
2. Technical proposal covering initial outline of key issues for consideration in design and

implementation of the process, challenges and questions to be addressed in adapting the PDNA and RF methodologies, and a initial proposed work plan. ;

3. Financial proposal: Lump sum offer with an indication of the working days covered by the financial proposal for which the consultants will be available.

It is recommended that all documents be submitted in one electronic file in Word format. Applications from consultant without stated documents will not be considered.

GENERAL CONDITIONS OF CONTRACT

FOR THE SERVICES OF INDIVIDUAL CONTRACTORS



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

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

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

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

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual

contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy class when by air. UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

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

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

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

8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

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

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be

incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

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

15. TAXATION: Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations,

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

16. AUDITS AND INVESTIGATIONS:

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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