

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Empowered lives.
Resilient nations.

Date: July 12, 2016

Reference: ETH/IC/2016/051

Country:	Ethiopia
Description of the assignment:	International Consultant for Strategy Development: National Tourism Destination Development Strategy
Project/Program Title:	Strengthening Institutional Capacity for Sustainable tourism Development
Post Title:	International Consultant
Duty Station:	Addis Ababa
Period of assignment/services:	80 working days
Expected start date:	Immediate after concluding contract agreement

Proposal should be submitted by our secured e-mail: procurement.et@undp.org before Tuesday 26th July, 2016 5:00 PM Addis Ababa Local Time.

OR

Contact Person :	MY – Procurement Unit info.procurementet@undp.org
Name of Office:	United Nations Development Programme (UNDP) ECA Compound Old Bld., 6th floor, North Wing Addis Ababa, Ethiopia
P.O. Box:	5580
Fax	+251 11 5514599 / +251 11 5515147

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above *the Procurement specialist or assigned personnel for this task* will respond in writing or 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.

1. BACKGROUND/PROJECT DESCRIPTION

Ethiopia is one of the fastest growing economies in the world. Currently, the country is in the process of implementing the second Growth and Transformational Plan (GTP II) which broadly seeks to facilitate the attainment of a middle-income country by 2025. The tourism industry is increasingly becoming an important economic sector in the country and has consequently been identified as an avenue through which the plan for accelerated and sustainable development to end poverty can be achieved. Such economic prominence of the tourism industry is illustrated by its direct contribution to the country's GDP which in 2015 was about 6%. With the vast geographical set up of the country, Ethiopia is blessed with abundant natural and cultural resources, which have remained underexploited for tourism development purposes. However, the country has not done well in exploring opportunities to enhance and diversify the tourism resource-base.

The country has a number of institutions that are involved in tourism planning and development both at the national and federal levels. These institutions range from public, private, to civil. At the national level, the Tourism Transformation Council (TTC), the Ethiopia Tourism Organization (ETO) and the Ministry of Culture and Tourism are the key institutions whose main roles is policy making, planning, regulation and overall destination development. There are also a number of other line office partners under the Ministry including, Ethiopia Wildlife Conservation Authority (EWCA), Authority for Research and Conservation of Cultural Heritage (ARCCCH), and the Catering and Tourism Training Institute (CTTI). At the regional levels, tourism planning and development is coordinated by Culture and Tourism Bureaus. Several industry associations also exist including the Ethiopian Tourism Professional Association, Hotel Professionals Association, Ecotourism Association, Ethiopian Tour Operators Association, Ethiopian Hotel Owners Association and the Ethiopian Wildlife Association. Clearly, the presence of numerous institutions calls for a mechanism to better coordinate and manage the diverse goals which may in some cases be in conflict. Further, institutional capacity is a critical challenge in developing the sector to its full potential.

The critical challenges encountered by the sector are:

- Lack of articulated tourism destination development strategy
- Lack of coordination and established mechanism to facilitate tourism investments in the absence of Public Private Partnership (PPP) framework
- Absence of national tourism concession frame work to encourage private business or safari tourism activities in protected areas of Ethiopia
- Limited availability of tourism investment financing to both large investments and Tourism Small, Medium Micro Enterprise (TSMME) developments
- Absence of strategic mechanism to benefit and engage the host communities in diverse business activities in almost all destination localities
- Absence of tourism resource mapping that is necessary to develop new tourism destinations and improvement of existing destinations that include product diversifications
- Absence of National Tourism Trust Fund to facilitate the joint intervention, networking, collaboration and partnership among the public and private tourism actors in all aspects of tourism transformation efforts of the country
- Limitation in the availability of hospitality service facilities in remote and along critical areas of tourism destinations routes
- Lack of well qualified and trained personnel in both government and private sector of the industry

Hence the Ethiopian Tourism organization (ETO) would like to deploy an international consultant in the field to develop **Ethiopian Tourism Destinations Development Strategy** that would serve as a guiding framework in managing tourism destinations.

For detailed information, please refer to the TOR in Annex 1

2. SCOPE OF THE WORK

Overall Objective

The tourism development strategy is expected to be a strategy of *Tourism Destination Development Strategy of Competitiveness and Attractiveness Link (TDCAL)*. The following issues discussed under specific duties would be the core areas of the tourism destination development strategy in which the international consultant would focus to provide the intended consultancy services. The strategy should be developed in terms of tourism sustainability framework and responsible tourism principles with *Visitors, Industry, Community and Environment (VICE)* modality of interventions. It should also adapt all Inclusive Business Ecosystem (IBE) approaches to the Ethiopian tourism products and destinations development endeavours. The international consultant would have the intervention modality of inbuilt, interactive and participatory approach when it comes to engagement of the primary stakeholders operating in the Ethiopian tourism industry value chains.

Specific Duties

The specific duties of the consultant will include the following but not limited to:

1. Tourism Destination Management System and Tourism Destination Management Organization (DMO)

The consultant would review the Ethiopian tourism industry state of affairs to further propose appropriate tourism destination management system and tourism destination management organization at all levels of the administrative system. The consultant is strongly advised to critically consider the Ethiopian federal governance system towards the intended institutional rearrangements. The Ethiopian tourism resources are basically found under different ownership and management which need appropriate management system and management organization that would fit to its basic characteristics. Strong site based destination management organization in terms of management of social agreement so as to avoid remote management system of command and control. The consultant shall also consider a joint public and private partnership of governance as the way forward.

2. Tourism Resource Mapping

In destination development strategy tourism resource mapping is one of the priority area that the consultant would focus on. Hence, the consultant is expected to conduct resource mapping, evaluation and set relative order of priorities to develop tourist destinations and product that would include tourism product diversification along designated destination routes, destination corridors and en-route sites of visitations. This would include recommendation on establishment of tourism development zones and tourism growth corridors in terms of tourism resource clustering approaches.

3. Tourism Resource Development, Mobilization, and Conservation

In most cases tourism resources are the resources of everybody and the resources of everybody sometimes tends to be the responsibilities of nobody. In order to avoid such inconsistency, the consultant is expected to propose technical mechanisms as to how a joint effort and shared responsibility can be implemented for tourism resource development, mobilization, and conservation that would consider the present day global concern of climate change and Ethiopian green economic development initiative in terms of tourism destination development guidance, tourism destination development operations, and tourism destination development governance as the main pillars of the the tourism destination development strategy.

4. Tourism Public Private Partnership Framework

Tourism projects generally require a high amount of initial investment for which the private financing may become impossible for most companies. Public Private Partnership (PPP) could be suggested as

a viable model to finance tourism projects where tourism projects are financed and operated through a partnership of government and one or more private sector companies. The consultant is expected to develop Tourism Private Public Partnership framework to encourage a joint tourism investment modality of the government and tourism private sector operators.

5. Tourism concessions for protected areas/ Biosphere reserve/Paleoanthropological sites

Tourism concession system would provide a framework for private sector engagement in the development of protected areas and other similar Destination Management Areas (DMAs) through concessions and other business and non-business permits, ranging from 5 to 20 years, depending on the activities and scale of investment. The consultant is expected to propose different modalities of tourism concession modalities for protected areas and other Biosphere Reserve and Paleoanthropological aligned with the expected/required regulatory frameworks.

6. Tourism Private Sectors Foundation

The establishment of tourism private sectors foundation is to engage the privates in the tourism transformation endeavour of the country. It is considered to be an important factor towards strengthening the growing private initiatives in diverse tourism investment fields. The consultant is expected to come up with the tools to reorganize the fragmented efforts of the privates into an integrated and consolidated approaches. This would also include delineating proven experience from other countries that could be adopted in the Ethiopian context in establishing parastatal agencies, investment clubs, coalitions, partnership forums etc.

7. Tourism Investment Financing

Tourism Investment financing is a major area of concern in limited bank loans and other investment financing sources from domestic financial institutions. The consultant is expected to map potential tourism investment financing options in terms of networking, collaboration and partnership that would engage domestic financial institutions and banks with international financial institutions and investment banks to work together. This would include FDI modality, International Financial Institutions (IFI's), Multilateral Investment Guarantee Agency (MIGA) and International Finance Corporation (IFC). This should be done basing experience from other countries and in the overall framework of the nation's financial rules and regulations.

8. National Tourism Trust Fund

The establishment of National Tourism Trust Fund has now become an important issue of tourism destination development strategy as Ethiopian Tourism Organization (ETO) is expected to become *a quasi government organization* in terms of PPP framework that would be very different from its present status working dominantly as government authority. The establishment of the fund is about transforming ETO into a Destination Management Organization (DMO) of *a Joint Public Private Authority* that would equally involve the tourism private sector operators and partners in all aspect of the tourism transformation efforts of the country. The consultants or the team of experts are expected to propose the establishment of National Tourism Trust Fund framework and different modalities of harnessing financial resources to realized the intended objectives.

For detailed information, please refer to TOR in Annex 1

3. Expected Deliverables and Duration

Deliverables

- **Inception report**
- **Draft Report for peer review**
- **Main Deliverable Document**
 - *Final Tourism Destination Development Strategy Document with estimated budget for the lifetime of the strategy*
- **Associated regulatory documents**
 - *Tourism Concessions System frame work document*
 - *Tourism investment financing and PPP frame work document*
 - *Tourism Trust Fund modality and organizational arrangement document of the DMO*
 - *Tourism Private Sectors Foundation frame work document as appendixes - By incorporating all the recommendations provided in due course*

Duration

The consultancy assignment shall be completed within 80 working days as per the following time frame:

No.	Main activity	Working days Assigned
1.	Inception Report	10
2.	First draft	35
3.	Second draft	20
4.	Validation workshops	2
5.	Final draft	13

For detailed information, please refer to TOR in Annex 1

4. Implementation Arrangements

The consults will be recruited under the UNDP terms and conditions, and undertake the assigned tasks and responsibilities under the direct supervision of the Ethiopian Tourism Organization (ETO) and UNDP. The consults will also be working closely with ETO staff and other key stakeholders at federal, regional, and local levels. ETO will provide the necessary support in providing administrative support and arranging appointment with stakeholders and partners. The consultant is required to be a team player with the ability to maintain good working relationship with the ETO staff, stakeholders, partners and donors. All local travel costs related to the assignment will be covered by UNDP. ETO will provide the consultants office space and arrange the validation workshop.

For detailed information, please refer to TOR in Annex 1

5. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

A. Technical Competencies:

Technical Assistant I

- Master's Degree or above in tourism planning and development, with tourism destination development specialization and proven experience in strategic development planning
- A minimum of 10 years of professional experience
- Knowledge and experience in the area of tourism value chain, public-private partnership, tourism destination and product development, investment promotion, etc
- Hands on work experience in tourism development strategy documents
- Experience in producing programme documents

- Previous experience with results-based monitoring and evaluation methodologies
- Experience of working in Africa is desirable

B. Functional Competencies

- Outstanding communication skills in English
- Positive and constructive approaches to work with energy
- Demonstrate openness to change and ability to receive and integrate feedback
- Excellent written and verbal communication skills
- Strong time management and meet established time lines.

C. Language and Other Skills

- Excellent knowledge of English, including the ability to write reports clearly and concisely and to set out a coherent argument in presentation and group interactions
- Capacity to facilitate and communicate with different stakeholders
- Computer skills: full command of Microsoft applications (word, excel, PowerPoint) and common internet applications

Important Note:

The Consultant is required to have the following professional and technical qualifications. Only the applicants who hold these qualifications will be considered for the next step.

For detailed information, please refer to TOR in Annex 1

6. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the procurement notice, qualified individual consultant is expected to submit both technical and financial proposals. Accordingly, individual consultants will be evaluated based on cumulative analysis as per the following scenario:

- 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. In this regard, the respective weight of the proposals are:
 - a. Technical Criteria weight is **70%**
 - b. Financial Criteria weight is **30%**

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
▪ Educational relevance: close fit to post		10 pts
▪ Understanding the scope of work and organization of the proposal		40 pts
▪ Relevant experience in Tourism sector		20 pts
▪ Experience of similar assignment/		20 pts
▪ Previous work experience in Africa/ Ethiopia		10 pts
Financial (Lower Offer/Offer*100)	30%	30
Total Score	Technical Score * 70% + Financial Score * 30%	

For detailed information, please refer to TOR in Annex 1

7. PAYMENT MILESTONES AND AUTHORITY

The prospective consultants will indicate the cost of services for each deliverable in US dollars **all-inclusive¹ lump-sum contract amount** when applying for this consultancy. The consultant will be paid only after approving authority confirms the successful completion of each deliverable as stipulated hereunder. The qualified consultants shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st instalment	Upon submission of an Inception Report	UNDP Team Leader	20%
2 nd instalment	Submission of draft report	“	40%
3 rd instalment	Submission of the final/endorsed report other two framework documents in English in both soft and hard copies.	“	40%

For detailed information, please refer to TOR in Annex 1

8. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating quotations whose contents are uniformly presented and to facilitate their comparative review, a prospect Individual Contractor (IC) is given a proposed ***Table of Contents***. Therefore, prospective Consultants Proposal Submission must have at least the preferred contents which are outlined in the IC Proposal Submission Form incorporated hereto.

For detailed information, please refer to TOR in Annex 1

9. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The Individual Consultants shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of the ETO and UNDP.

For detailed information, please refer to TOR in Annex 1

¹The term “All inclusive” implies that all costs (professional fees, international travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

Note: Submission of Technical and Financial proposal is mandatory. Failing to submit one of the proposals will be automatically disqualified.

Submission Through our secured email

- The proposal must be prepared in English. Failing to do so will make the proposal automatically disqualified
- You shall send your proposals through our secured email: procurement.et@undp.org
- Your proposals shall be sent in a **separate email** as Technical and Financial proposals under subject line:
 1. For Technical: Technical Proposal – **ETH-IC-2016-051 –International Consultant for Strategy Development: National Tourism Destination Development Strategy** - [\[insert your name\]](#)
 2. For Financial: Financial Proposal – **ETH-IC-2016-051 – International Consultant for Strategy Development: National Tourism Destination Development Strategy** - [\[insert your name\]](#)
- All prices/rates quoted must be in **USD and exclusive of VAT and all taxes**, since the UNDP is exempt from taxes.

ANNEX

ANNEX 1: TERMS OF REFERENCES (TOR)

ANNEX 2: TECHNICAL PROPOSAL COVER PAGE AND SUMMISSION FORM

ANNEX 3: FINANCIAL PROPOSAL COVER PAGE AND SUMMISSION FORM

ANNEX 4: GENERAL CONDITIONS OF CONTRACT FOR IC

Annex 1

TERMS OF REFERENCES (TOR)



Annex 1 – Terms of Reference

I. GENERAL INFORMATION

Service /Work Description:	Strategy Development: National Tourism Destination Development Strategy
Project/Program Title	Strengthening Institutional Capacity for Sustainable Tourism Development
Post Title:	International Consultant
Duty Station:	Addis Ababa
Duration:	80 working days
Expected Start Date:	August 2016

II. BACKGROUND

Ethiopia is one of the fastest growing economies in the world. Currently, the country is in the process of implementing the second Growth and Transformational Plan (GTP II) which broadly seeks to facilitate the attainment of a middle-income country by 2025. The tourism industry is increasingly becoming an important economic sector in the country and has consequently been identified as an avenue through which the plan for accelerated and sustainable development to end poverty can be achieved. Such economic prominence of the tourism industry is illustrated by its direct contribution to the country's GDP which in 2015 was about 6%. With the vast geographical set up of the country, Ethiopia is blessed with abundant natural and cultural resources, which have remained underexploited for tourism development purposes. However, the country has not done well in exploring opportunities to enhance and diversify the tourism resource-base.

The country has a number of institutions that are involved in tourism planning and development both at the national and federal levels. These institutions range from public, private, to civil. At the national level, the Tourism Transformation Council (TTC), the Ethiopia Tourism Organization (ETO) and the Ministry of Culture and Tourism are the key institutions whose main roles is policy making, planning, regulation and overall destination development. There are also a number of other line office partners under the Ministry including, Ethiopia Wildlife Conservation Authority (EWCA), Authority for Research and Conservation of Cultural Heritage (ARCCCH), and the Catering and Tourism Training Institute (CTTI). At the regional levels, tourism planning and development is coordinated by Culture and Tourism Bureaus. Several industry associations also exist including the Ethiopian Tourism Professional Association, Hotel Professionals Association, Ecotourism Association, Ethiopian Tour Operators Association, Ethiopian Hotel Owners Association and the Ethiopian Wildlife Association. Clearly, the presence of numerous institutions calls for a mechanism to better coordinate and manage the diverse goals which may in some

cases be in conflict. Further, institutional capacity is a critical challenge in developing the sector to its full potential.

The critical challenges encountered by the sector are:

- Lack of articulated tourism destination development strategy
- Lack of coordination and established mechanism to facilitate tourism investments in the absence of Public Private Partnership (PPP) framework
- Absence of national tourism concession frame work to encourage private business or safari tourism activities in protected areas of Ethiopia
- Limited availability of tourism investment financing to both large investments and Tourism Small, Medium Micro Enterprise (TSMME) developments
- Absence of strategic mechanism to benefit and engage the host communities in diverse business activities in almost all destination localities
- Absence of tourism resource mapping that is necessary to develop new tourism destinations and improvement of existing destinations that include product diversifications
- Absence of National Tourism Trust Fund to facilitate the joint intervention, networking, collaboration and partnership among the public and private tourism actors in all aspects of tourism transformation efforts of the country
- Limitation in the availability of hospitality service facilities in remote and along critical areas of tourism destinations routes
- Lack of well qualified and trained personnel in both government and private sector of the industry

Hence the Ethiopian Tourism organization (ETO) would like to deploy an international consultant in the field to develop **Ethiopian Tourism Destinations Development Strategy** that would sever as a guiding framework in managing tourism destinations.

III. SCOPE OF WORK

Overall Objective

The tourism development strategy is expected to be a strategy of ***Tourism Destination Development Strategy of Competitiveness and Attractiveness Link (TDCAL)***. The following issues discussed under specific duties would be the core areas of the tourism destination development strategy in which the international consultant would focus to provide the intended consultancy services. The strategy should be developed in terms of tourism sustainability framework and responsible tourism principles with *Visitors, Industry, Community and Environment (VICE)* modality of interventions. It should also adapt all Inclusive Business Ecosystem (IBE) approaches to the Ethiopian tourism products and destinations development endeavours. The international consultant would have the intervention modality of inbuilt, interactive and participatory approach when it comes to engagement of the primary stakeholders operating in the Ethiopian tourism industry value chains.

Specific Duties

The specific duties of the consultant will include the following but not limited to:

1. Tourism Destination Management System and Tourism Destination Management Organization (DMO)

The consultant would review the Ethiopian tourism industry state of affairs to further propose appropriate tourism destination management system and tourism destination management

organization at all levels of the administrative system. The consultant is strongly advised to critically consider the Ethiopian federal governance system towards the intended institutional rearrangements. The Ethiopian tourism resources are basically found under different ownership and management which need appropriate management system and management organization that would fit to its basic characteristics. Strong site based destination management organization in terms of management of social agreement so as to avoid remote management system of command and control. The consultant shall also consider a joint public and private partnership of governance as the way forward.

2. Tourism Resource Mapping

In destination development strategy tourism resource mapping is one of the priority area that the consultant would focus on. Hence, the consultant is expected to conduct resource mapping, evaluation and set relative order of priorities to develop tourist destinations and product that would include tourism product diversification along designated destination routes, destination corridors and en-route sites of visitations. This would include recommendation on establishment of tourism development zones and tourism growth corridors in terms of tourism resource clustering approaches.

3. Tourism Resource Development, Mobilization, and Conservation

In most cases tourism resources are the resources of everybody and the responsibilities of everybody sometimes tends to be the responsibilities of nobody. In order to avoid such inconsistency, the consultant is expected to propose technical mechanisms as to how a joint effort and shared responsibility can be implemented for tourism resource development, mobilization, and conservation that would consider the present day global concern of climate change and Ethiopian green economic development initiative in terms of tourism destination development guidance, tourism destination development operations, and tourism destination development governance as the main pillars of the the tourism destination development strategy.

4. Tourism Public Private Partnership Framework

Tourism projects generally require a high amount of initial investment for which the private financing may become impossible for most companies. Public Private Partnership (PPP) could be suggested as a viable model to finance tourism projects where tourism projects are financed and operated through a partnership of government and one or more private sector companies. The consultant is expected to develop Tourism Private Public Partnership framework to encourage a joint tourism investment modality of the government and tourism private sector operators.

5. Tourism concessions for protected areas/ Biosphere reserve/Paleoanthropological sites

Tourism concession system would provide a framework for private sector engagement in the development of protected areas and other similar Destination Management Areas (DMAs) through concessions and other business and non-business permits, ranging from 5 to 20 years, depending on the activities and scale of investment. The consultant is expected to propose different modalities of tourism concession modalities for protected areas and other Biosphere Reserve and Paleoanthropological aligned with the expected/required regulatory frameworks.

6. Tourism Private Sectors Foundation

The establishment of tourism private sectors foundation is to engage the privates in the tourism transformation endeavour of the country. It is considered to be an important factor towards strengthening the growing private initiatives in diverse tourism investment fields. The consultant is expected to come up with the tools to reorganize the fragmented efforts of the privates into an

integrated and consolidated approaches. This would also include delineating proven experience from other countries that could be adopted in the Ethiopian context in establishing parastatal agencies, investment clubs, coalitions, partnership forums etc.

7. Tourism Investment Financing

Tourism Investment financing is a major area of concern in limited bank loans and other investment financing sources from domestic financial institutions. The consultant is expected to map potential tourism investment financing options in terms of networking, collaboration and partnership that would engage domestic financial institutions and banks with international financial institutions and investment banks to work together. This would include FDI modality, International Financial Institutions (IFI's), Multilateral Investment Guarantee Agency (MIGA) and International Finance Corporation (IFC). This should be done basing experience from other countries and in the overall framework of the nation's financial rules and regulations.

8. National Tourism Trust Fund

The establishment of National Tourism Trust Fund has now become an important issue of tourism destination development strategy as Ethiopian Tourism Organization (ETO) is expected to become *a quasi government organization* in terms of PPP framework that would be very different from its present status working dominantly as government authority. The establishment of the fund is about transforming ETO into a Destination Management Organization (DMO) of *a Joint Public Private Authority* that would equally involve the tourism private sector operators and partners in all aspect of the tourism transformation efforts of the country. The consultants or the team of experts are expected to propose the establishment of National Tourism Trust Fund framework and different modalities of harnessing financial resources to realized the intended objectives.

IV. EXPECTED DELIVERABLES and DURATION

Deliverables

- **Inception report**
- **Draft Report for peer review**
- **Main Deliverable Document**
 - *Final Tourism Destination Development Strategy Document with estimated budget for the lifetime of the strategy*
- **Associated regulatory documents**
 - *Tourism Concessions System frame work document*
 - *Tourism investment financing and PPP frame work document*
 - *Tourism Trust Fund modality and organizational arrangement document of the DMO*
 - *Tourism Private Sectors Foundation frame work document as appendixes - By incorporating all the recommendations provided in due course*

Duration

The consultancy assignment shall be completed within 80 working days as per the following time frame:

No.	Main activity	Working days Assigned
1.	Inception Report	10
2.	First draft	35
3.	Second draft	20
4.	Validation workshops	2
5.	Final draft	13

V. IMPLEMENTATION ARRANGEMENTS

The consultants will be recruited under the UNDP terms and conditions, and undertake the assigned tasks and responsibilities under the direct supervision of the Ethiopian Tourism Organization (ETO) and UNDP. The consultants will also be working closely with ETO staff and other key stakeholders at federal, regional, and local levels. ETO will provide the necessary support in providing administrative support and arranging appointment with stakeholders and partners. The consultant is required to be a team player with the ability to maintain good working relationship with the ETO staff, stakeholders, partners and donors. All local travel costs related to the assignment will be covered by UNDP. ETO will provide the consultants office space and arrange the validation workshop.

VI. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTORS (ICs)

D. Technical Competencies:

Technical Assistant I

- Master's Degree or above in tourism planning and development, with tourism destination development specialization and proven experience in strategic development planning
- A minimum of 10 years of professional experience
- Knowledge and experience in the area of tourism value chain, public-private partnership, tourism destination and product development, investment promotion, etc
- Hands on work experience in tourism development strategy documents
- Experience in producing programme documents
- Previous experience with results-based monitoring and evaluation methodologies
- Experience of working in Africa is desirable

E. Functional Competencies

- Outstanding communication skills in English
- Positive and constructive approaches to work with energy
- Demonstrate openness to change and ability to receive and integrate feedback
- Excellent written and verbal communication skills
- Strong time management and meet established time lines.

F. Language and Other Skills

- Excellent knowledge of English, including the ability to write reports clearly and concisely and to set out a coherent argument in presentation and group interactions
- Capacity to facilitate and communicate with different stakeholders
- Computer skills: full command of Microsoft applications (word, excel, PowerPoint) and common internet applications

VII. CRITERIA FOR SELECTING THE BEST OFFER

Upon the advertisement of the Procurement Notice, qualified Individual Consultant is expected to submit both the Technical and Financial Proposals. Accordingly; Individual Consultant will be evaluated based on Cumulative Analysis as per the following scenario:

- 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. In this regard, the respective weight of the proposals is:
 - a. Technical Criteria weight is **70%**
 - b. Financial Criteria weight is **30%**

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
▪ Educational relevance: close fit to post		10 pts
▪ Understanding the scope of work and organization of the proposal		40 pts
▪ Relevant experience in Tourism sector		20 pts
▪ Experience of similar assignment/		20 pts
▪ Previous work experience in Africa/ Ethiopia		10 pts
Financial (Lower Offer/Offer*100)	30%	30
Total Score	Technical Score * 70% + Financial Score * 30%	

VIII. PAYMENT MILESTONES AND AUTHORITY

The prospective consultants will indicate the cost of services for each deliverable in US dollars **all-inclusive² lump-sum contract amount** when applying for this consultancy. The consultant will be paid only after approving authority confirms the successful completion of each deliverable as stipulated hereunder. The qualified consultants shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Instalment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Instalment	Upon submission of an Inception Report	UNDP Team Leader	20%
2 nd Instalment	Submission of draft report	“	40%
3 rd Instalment	Submission of the final/endorsed report other two framework documents in English in both soft and hard copies.	“	40%

IX. RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL

For purposes of generating quotations whose contents are uniformly presented and to facilitate their comparative review, a prospect Individual Contractor (IC) is given a proposed **Table of Contents**. Therefore, prospective Consultants Proposal Submission must have at least the preferred contents which are outlined in the IC Proposal Submission Form incorporated hereto.

X. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The Individual Consultants shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy service without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of the ETO and UNDP.

²The term “All inclusive” implies that all costs (professional fees, international travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

Annex 2

TECHNICAL PROPOSAL

Cover Page

**IC Reference: ETH-IC-2016-051–International Consultant
for Strategy Development: National Tourism Destination
Development Strategy**

Prepared by: _____

Date: _____

TECHNICAL PROPOSAL SUBMISSION FORM

Proposed by: [\[insert your name\]](#)

Directions:

- a. Briefly explain why you are the most suitable for the consultancy service you applied for. It should not be more than four hundred fifty words.
 - b. Provide a detailed approach and/or methodology you plan to apply or conduct the work in due course of offering prescribed consultancy service and/or works.
 - c. Include your proposed work plan which shall be supported by Gantt chart to indicate the timeframe to complete the tasks and/or activities indicated in your proposed methodology above.
 - d. Past experience in similar projects and/or consultancy services and their respective contract person name and address.
 - e. List of three personal referees in terms of their title (position), where they work, email, and telephone address
 - f. It must be prepared in English.
-

Annex 3

FINANCIAL PROPOSAL

Cover Page

**IC Reference: ETH-IC-2016-051–International Consultant
for Strategy Development: National Tourism Destination
Development Strategy**

Prepared by: _____

Date: _____

FINANCIAL PROPOSAL SUBMISSION FORM

Proposed by: [\[insert your name\]](#)

Directions:

- a. The financial proposal shall specify a **total lump sum amount** (including travel, per diems, and number of anticipated working days)
- b. Payments are based upon output, i.e. upon specific and measurable (qualitative and quantitative) deliverables (as indicated in Section II hereunder) of the services specified in the ToR.
- c. Failing to submit one of the two Sections hereunder and/or incomplete information will make the proposal automatically disqualified.
- d. You must send this proposal separately through **our secured email** procurement.et@undp.org in a **PDF FORMAT**



I. BREAKDOWN OF COST BY COMPONENTS:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration in USD
Personnel Costs			
Professional Fees			
Life Insurance [if you find it applicable]			
Medical Insurance [if you find it applicable]			
Communications [if you find it applicable]			
Land Transportation [if you find it applicable]			
Others [pls. specify]			
Travel Expenses to Join duty station			
Round Trip Airfares to and from duty station [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
Duty Travel			
Round Trip Airfares [if you find it applicable]			
Living Allowance [if you find it applicable]			
Travel Insurance [if you find it applicable]			
Terminal Expenses [if you find it applicable]			
Others [pls. specify]			
AGGREGATE AMOUNT in USD			

Amount in Words: [Insert the total amount in words]

II. BREAKDOWN OF COST BY DELIVERABLES*

No.	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount (in USD)
1	Upon submission of an Inception Report	20%	
2	Submission of draft report	40%	
3	Submission of the final/endorsed report other two framework documents in English in both soft and hard copies.	40%	
Total Amount in USD		100%	

*Basis for payment tranches

Full Name: _____

Signature: _____

Date Signed: _____

Annex 4

GENERAL CONDITIONS OF CONTRACT

For the Services of Individual Contractors (IC)

Which are available on UNDP website at www.undp.org

1. LEGAL STATUS:

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

2. STANDARDS OF CONDUCT: In General:

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

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

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

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

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

Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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

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

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed.

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

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

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

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized. In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:

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

7. SUBCONTRACTORS:

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

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

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

9. INDEMNIFICATION:

The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual

property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE:

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

11. ENCUMBRANCES AND LIENS:

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

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

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

13. TERMINATION:

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

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

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

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

14. NON-EXCLUSIVITY:

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

15. TAXATION:

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

16. AUDITS AND INVESTIGATIONS:

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

18. LIMITATION ON ACTIONS:

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

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

19. PRIVILEGES AND IMMUNITIES:

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