INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date:27th November 2019 Ref: UNDP-IC-2019-461

JTN: 12719 ORPS: 2291 Prompt Id: 84799

Country: <u>Pakistan</u>

Description of the assignment: Individual Contract for Consultant, Communications and Media Project name: FATA Economic Revitalization

Period of assignment/services (if applicable): One (o1) Year effective from the date of signing of the contract

Duty Station: The duty station for assignment is Peshawar. This assignment is for a national of Pakistan. Contractor will be required to report regularly every week. Please submit your Technical and Financial proposals to the following address:

Ref #UNDP-IC-2019-461 UNDP Registry, Quotation/Bids/Proposals

United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban-e-Suharwardy, Islamabad, Pakistan

Tel: 051-8355600 Fax: 051-2600254-5

or by email to bids.pk@undp.org no later than 11 December 2019 at 1230 hrs. (Pakistan Standard Time). Hand Delivery is not acceptable.

Kindly write the following on top left side of the envelop or email subject line <u>"UNDP-IC-2019-461-Individual Consultant: Communications and Media Consultant</u>

Important note for email submissions: Please put "UNDP-IC-2019-461- Individual Consultant: Communications and Media Consultant" in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to pakistan.procurement.info@undp.org. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.

1. BACKGROUND AND ORGANIZATIONAL CONTEXT

Residents of the newly merged districts (erstwhile FATA) of Khyber Pakhtunkhwa (KP) have experienced successive waves of displacement since 2008, due to militancy on either side of the Pakistan Afghan border. About 5.3 million were displaced, and by April 2016, 4.3 million had returned¹. The returning families have to face severe hardships due to damaged infrastructure, lack of basic services and limited livelihood opportunities.

Through the FATA Transition and Recovery Programme (FTRP), UNDP is supporting Government efforts to revitalize livelihoods, support local economic recovery and job creation, and increase access to basic services including education.

FTRP is implementing its activities in five tribal districts; Khyber, South Waziristan, North Waziristan, Kurram and Orakzai. The programme directly contributes to restoration of basic services, support to livelihoods and economic growth in the five newly merged districts. Inclusive long-term economic growth for the newly merged districts is one of UNDP FTRP key priority over the next three years.

UNDP FTRP is seeking to engage the services of a qualified and experienced consultant to document and produce success stories, photography, short videos and publish a story booklet to showcase the results, and highlight the project achievements.

UNDP is providing humanitarian and development assistance to the returned communities in FATA since year 2015. Till date, more than 0.8 million people have been assisted to build their resilience and turn to positive copping mechanism for sustaining their living. In order to showcase the project successes, FTRP has planned to develop success stories, pictures, short videos and story booklet. These communication products will also highlight the partnership between UNDP, the Government and the donors.

2. Scope Of Work:

The consultant will be required to undertake the following;

Under the overall supervision of the Programme Manager, FATA Transition and Recovery Programme (FTRP) and the direct supervision of the Communications Officer FTRP, the consultant will perform the following tasks:

 The consultant is expected to travel to the newly merged districts (Khyber, South Waziristan, North Waziristan, Kurram and Orakzai districts) and other project intervention areas to carry out interviews with implementing partners, FTRP staff, community members, beneficiaries and other stakeholders to capture success stories, photographs and short videos of the programme's impact.

Activity 1:

- Hold meeting with FTRP team and its stakeholders to identify the potential success stories and best practices of the programme activities.
- Develop tools and formats that will be used for documenting the stories in the agreed format(s).

• Conduct data collection through individual interviews, group discussions, key informant interviews with programme beneficiaries and stakeholders to provide a clear and objective perspective on the impact of the programme.

Activity 2:

• Develop a workplan, compelling concept and storylines that capture the various segments of the FTRP programme. This will involve performing desk review /literature review to understand the overall programme objectives, target beneficiaries and expected results in line with the programme's theory of change.

Activity 3:

• Document and draft compelling success stories that capture the voices from the field to showcase impacts and highlight the project activities in addressing challenges faced by the erstwhile FATA's community. Stories must meet highest mark of editorial standards.

Activity 4:

• Capture high quality photographs with proper captions that will accompany the success stories and document the FTRP achievements. Edited photographs shall be provided in JPG and actual raw format (XMP, CR2 or NEF files) on external memory medium or via file transfer service.

Activity 5:

- Prepare short video documentaries by analysing and presenting relevant information about the project activities that include story boarding, script writing, voice over on location filming, interviews recording, editing and final production of videos in HD (1920 x 1280) with raw footage.
- The consultant should manage the entire process of recording in terms of creativity, technical aspects, content,
- Follow safe working practices and professional practice;

Activity 6:

 Prepare story booklet (soft version with original source file (CorelDraw-CDR, Illustorator-Al or In Desing-INDD) containing stories, quotes and photographs of the project activities.

Copyright and Intellectual Property Rights

In consideration of the paid assignment, the consultant expressly assigns any copyright arising from the works to UNDP and its donors while executing this contract. All stories, photographs and short videos (whether used for online or print purposes) must however bear the consultant's photo credit, as specified by international intellectual property rights. The consultant may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such works.

Style:

UNDP use a reportage style for all of photography/videography/stories to ensure authenticity and re-enforce our honest values. The subjects within the photos/video should appear natural, relaxed and photos should not be posed. A written consent must be taken. Photography/ videography/writing style should tell a story about the function of FTRP assistance and services

and not be superficial with an over use of added effects/manipulation. UNDP want to illustrate the positive impact of FTRP work on population of the newly merged districts.

Travel NOC and Security:

As per Government policies, travel NoC (No Objection Certificate) is required to execute any activities in Newly Merged Districts of KP. UNDP will process the Travel NOCs of the consultant for the visit to merged districts of KP. Consultant must understand and accept the risks he/she may face and must sign a 'risk acknowledgement/liability waiver' form.

3. DELIVERABLES AND TIMELINE

S.No.	Deliverables	Anticipated Numbers
1	Submission of high-resolution edited and captioned photos highlighting project activities in JPG and Raw (Exp, CR2 or NEF) files.	300
2	Submission of success stories based on feedback received from supervisor.	30
3	Submission of short video documentaries based on feedback received from supervisor in HD format with raw footage.	12
4	Submission of final draft of soft version (CorelDraw-CDR, Illustrator-AI or InDesign-INDD) of the story booklet containing stories, quotes and photos of the project activities.	2

Note:

Task order will be issued against deliverables and may include one or more deliverables. Each payment will be made against successful completion of the task order.

4. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

VII. RECRUITMENT QUALIFICATIONS				
Education:	Masters degree in Journalism, Communication or relevant field from a recognized university.			
Experience:	recognized university.			

	 Ability to prepare technical proposal including methodology, approach and timeline for this assignment. 				
Competencies and Critical Success Factors	 Demonstrating/safeguarding ethics and integrity. Demonstrate corporate knowledge and sound judgment. Acting as a team player and facilitating team work. Facilitating and encouraging open communication in the team, communicating effectively. Creating synergies through self-control. Promoting learning and knowledge management/sharing. Clear articulation of capacity and skills, and innovative approaches to carry out the assignment; as well as -a clear work plan and articulation of expected methodologies and outputs within the tight timeframe. Ability to start immediately. Demonstrate excellent editing, writing, photography/videography skills. 				
Language Requirements:	Fluency in English, Pashto and Urdu				
Criteria		Score			
Education:	Masters degree in Journalism, Communication or relevant field from a recognized university.	5			
Experience:	 10 years of relevant experience at national level specifically focusing on writing success stories, photography and videography skills; Experience of working with the Government of Pakistan and development sector on similar work 				
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (success stories).				
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (photographs).				
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (short videos).				
	Ability to prepare technical proposal including methodology, approach and timeline for this assignment.				
Language Requirements:	Fluency in English, Pashto and Urdu	5			
	Total (Technical)	70			
Financial proposal		30			

5. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- 1. Proposal:
- (i) Explaining why they are the most suitable for the work.

- (ii) Updated CV- Brief background including past experience of doing similar work
 - i. Implementation methodology
 - ii. Activity plan (Timeline)
 - iii. Budget and work plan
- (iii) Provide a brief methodology on how they will approach and conduct the work (if applicable)
- 2. Financial proposal
- 3. Personal CV including past experience in similar projects and at least 3 references

6. EXPECTED PERIOD OF CONSULTANCY

Duration of the Work:

One (01) Year with effect from the date of signing of the contract

7. FINANCIAL PROPOSAL

- a) Task order will be issued against deliverables and may include one or more deliverables. Each payment will be made against successful completion of the task order.
- b) Payments will be upon certification of satisfactory completion of task order signed by the supervisor.
- c) The consultant is required to travel from the Duty Station (Peshawar) during the consultancy. UNDP will provide the transportation from Peshawar to merged district for field visits and UNDP will also reimburse any actual travel cost and DSA for field visits other than Peshawar and Khyber districts.
- d) A consultant evaluation must be completed by the supervisor.

8. EVALUATION

Individual consultants will be evaluated based on the following methodologies <u>Cumulative</u> <u>analysis</u>. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- * Technical Criteria weight; [70%]
- * Financial Criteria weight; [30%]

Only candidates obtaining a minimum of 70% weightage points would be considered for the Financial

Evaluation

Criteria		Score		
Education:	Education: Masters degree in Journalism, Communication or relevant field from a recognized university.			
Experience:	 10 years of relevant experience at national level specifically focusing on writing success stories, photography and videography skills; Experience of working with the Government of Pakistan and development sector on similar work 	5		

	Demonstrate experience in undertaking similar assignments	15
	by providing samples of completed work (success stories).	
	Demonstrate experience in undertaking similar assignments	15
	by providing samples of completed work (photographs).	
	Demonstrate experience in undertaking similar assignments	15
	by providing samples of completed work (short videos).	
	Ability to prepare technical proposal including methodology,	10
	approach and timeline for this assignment.	
Language	Fluency in English, Pashto and Urdu	5
Requirements:		
	Total (Technical)	70
Financial		30
proposal		

Weight per Technical Competence			
Weak: Below 70%	The individual consultant/contractor has demonstrated a WEAK		
	capacity for the analyzed competence		
Satisfactory : 70-75%	The individual consultant/contractor has demonstrated a		
	SATISFACTORY capacity for the analyzed competence		
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD		
	capacity for the analyzed competence		
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY		
	GOOD capacity for the analyzed competence		
Outstanding: 96-100%	The individual consultant/contractor has demonstrated a		
	OUTSATNDING capacity for the analyzed competence		

<u>ANNEX</u>

ANNEX I - TERMS OF REFERENCES (TOR)

ANNEX II- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX III- PROPOSAL SUBMISSION FORM

ANNEX IV- CONFIRMING INTEREST AND AVAILABILITY

ANNEX V- FINANCIAL PROPOSAL

Your submission should also include Detail CV including assignments completed, years of experience and detailed TORs under each job.

TERMS OF REFERENCE



UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCES – TORs

I. Position Information

JOB CODE TITLE: Consultant, Communications and Media

DURATION: One Year

SUPERVISOR: Communications Officer, FATA Transition and Recovery Programme

II. ORGANIZATIONAL CONTEXT

Residents of the newly merged districts (erstwhile FATA) of Khyber Pakhtunkhwa (KP) have experienced successive waves of displacement since 2008, due to militancy on either side of the Pakistan Afghan border. About 5.3 million were displaced, and by April 2016, 4.3 million had returned². The returning families have to face severe hardships due to damaged infrastructure, lack of basic services and limited livelihood opportunities.

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UNDP FTRP is seeking to engage the services of a qualified and experienced consultant to document and produce success stories, photography, short videos and publish a story booklet to showcase the results, and highlight the project achievements.

² https://www.humanitarianresponse.info/sites/www.humanitarianresponse.info/files/documents/files/displacements_and_returns_in_kp_and_fata_2008_-_2016_as_of_april_2016.pdf

III. Rationale

UNDP is providing humanitarian and development assistance to the returned communities in FATA since year 2015. Till date, more than 0.8 million people have been assisted to build their resilience and turn to positive copping mechanism for sustaining their living. In order to showcase the project successes, FTRP has planned to develop success stories, pictures, short videos and story booklet. These communication products will also highlight the partnership between UNDP, the Government and the donors.

IV. Scope of Work and Responsibilities

Under the overall supervision of the Programme Manager, FATA Transition and Recovery Programme (FTRP) and the direct supervision of the Communications Officer FTRP, the consultant will perform the following tasks:

 The consultant is expected to travel to the newly merged districts (Khyber, South Waziristan, North Waziristan, Kurram and Orakzai districts) and other project intervention areas to carry out interviews with implementing partners, FTRP staff, community members, beneficiaries and other stakeholders to capture success stories, photographs and short videos of the programme's impact.

Activity 1:

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Activity 4:

• Capture high quality photographs with proper captions that will accompany the success stories and document the FTRP achievements. Edited photographs shall be provided in

JPG and actual raw format (XMP, CR2 or NEF files) on external memory medium or via file transfer service.

Activity 5:

- Prepare short video documentaries by analysing and presenting relevant information about the project activities that include story boarding, script writing, voice over on location filming, interviews recording, editing and final production of videos in HD (1920 x 1280) with raw footage.
- The consultant should manage the entire process of recording in terms of creativity, technical aspects, content,
- Follow safe working practices and professional practice;

Activity 6:

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Style:

UNDP use a reportage style for all of photography/videography/stories to ensure authenticity and re-enforce our honest values. The subjects within the photos/video should appear natural, relaxed and photos should not be posed. A written consent must be taken. Photography/videography/writing style should tell a story about the function of FTRP assistance and services and not be superficial with an over use of added effects/manipulation. UNDP want to illustrate the positive impact of FTRP work on population of the newly merged districts.

Travel NOC and Security:

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V. Competencies and Critical Success Factors

- Demonstrating/safeguarding ethics and integrity.
- Demonstrate corporate knowledge and sound judgment.
- Acting as a team player and facilitating team work.
- Facilitating and encouraging open communication in the team, communicating effectively.
- Creating synergies through self-control.
- Promoting learning and knowledge management/sharing.
- Clear articulation of capacity and skills, and innovative approaches to carry out the assignment; as well as ·a clear work plan and articulation of expected methodologies and outputs within the tight timeframe.
- Ability to start immediately.
- Demonstrate excellent editing, writing, photography/videography skills.
- Demonstrate initiative, creativity and flexibility.

S.No.	Deliverables	Anticipated Numbers
1	Submission of high-resolution edited and captioned photos highlighting project activities in JPG and Raw (Exp, CR2 or NEF) files.	300
2	Submission of success stories based on feedback received from supervisor.	30
3	Submission of short video documentaries based on feedback received from supervisor in HD format with raw footage.	12
4	Submission of final draft of soft version (CorelDraw-CDR, Illustrator-Al or InDesign-INDD) of the story booklet containing stories, quotes and photos of the project activities.	2

Note:

Task order will be issued against deliverables and may include one or more deliverables. Each payment will be made against successful completion of the task order.

VII. RECRUITMEN	IT QUALIFICATIONS
Education:	Masters degree in Journalism, Communication or relevant field from a recognized university.

Experience: 10 years of relevant experience at national level specifically focusing of				
writing success stories, photography and videography skills;				
	 Experience of working with the Government of Pakistan and development sector on similar work Outstanding writing, photography and videography skills. Excellent communication skills: fluency in oral and written English, previous proven experience in documenting donor supported projects. Experience of working with the development sector on similar assignments would be a strong asset. Demonstrate experience in undertaking similar assignments by providing samples of completed work (success stories, photographs, short videos). Ability to prepare technical proposal including methodology, approach and timeline for this assignment. 			
Language	Fluency in English, Pashto and Urdu			
Requirements:	, 3 ,			
Criteria		Score		
Education:	Masters degree in Journalism, Communication or relevant field from a recognized university.	5		
Experience:	 10 years of relevant experience at national level specifically focusing on writing success stories, photography and videography skills; Experience of working with the Government of Pakistan and development sector on similar work 	5		
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (success stories).	15		
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (photographs).	15		
	Demonstrate experience in undertaking similar assignments by providing samples of completed work (short videos).	15		
	Ability to prepare technical proposal including methodology, approach and timeline for this assignment.	10		
Language Requirements:	Fluency in English, Pashto and Urdu	5		
	Total (Technical)	70		
Financial proposal		30		
VIII. Duty Statio	n			
230, 3000				

- The duty station for assignment is Peshawar. This assignment is for a national of Pakistan.
- Contractor will be required to report regularly every week.

IX. Methods of Payment

- e) Task order will be issued against deliverables and may include one or more deliverables. Each payment will be made against successful completion of the task order.
- f) Payments will be upon certification of satisfactory completion of task order signed by the supervisor.
- g) The consultant is required to travel from the Duty Station (Peshawar) during the consultancy. UNDP will provide the transportation from Peshawar to merged district for field visits and UNDP will also reimburse any actual travel cost and DSA for field visits other than Peshawar and Khyber districts.
- h) A consultant evaluation must be completed by the supervisor.

X. Management arrangements

- a) The assignment will start immediately after signing of contract
- b) UNDP will process the Travel NOCs of the consultant for the merged districts of KP.
- c) The assignment shall comprise over a period of one year.
- d) Consultant must have all the equipment (computer, cameras, lenses) and software required for this assignment. UNDP will not provide any additional cost related to equipment and software.
- e) Consultant must follow the rules and regulation of the UNDP and required to sign travel waiver form.
- f) A consultant evaluation must be completed by the supervisor and submitted for final payment to be released.

Financial Proposal will be required on following template:

S.No.	Deliverables	Anticipated Numbers	Unit Rate	Total
1	300 high-resolution edited and captioned photos highlighting project activities in JPG and Raw (Exp, CR2 or NEF) files.	300		
2	30 success stories based on feedback received from supervisor.	30		
3	12 short video documentaries based on feedback received from supervisor in HD format with raw footage.	12		
4	2 final draft of soft version (CorelDraw-CDR, Illustrator-Al or InDesign-INDD) of the story booklet containing stories, quotes and photos of the project activities.	2		
5	G. Total			



ANNEX-II

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

GENERALCONDITIONSOFCONTRACT 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 Individual contractor 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 care 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.

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

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

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

Annex III

Proposal Submission form

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide individual consulting services to UNDP Pakistan in accordance with the Price Schedule and TORs attached herewith and made part of this proposal.

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

I agree to abide by this proposal for a period of **go day**s from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated: this ------day of -----2019

Signature

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

	Date				
Un	ame of Resident Representative/Bureau Director) ited Nations Development Programme secify complete office address)				
De	ar Sir/Madam:				
I he	ereby declare that:				
A)	I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [indicate title of assignment] under the [state project title];				
B)	I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;				
C)	I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;				
D)	In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this item if the TOR does not require submission of this document];				
E)	I hereby propose to complete the services based on the following payment rate: [please check the box corresponding to the preferred option]:				
	An all-inclusive daily fee of [state amount in words and in numbers indicating currency] A total lump sum of [state amount in words and in numbers, indicating exact currency], payable in the manner described in the Terms of Reference.				
F)	For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto				

G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

as Annex 2;

H)) This offer shall remain valid for a total period of days [<i>minimum of 90 dαys</i>] after t submission deadline;				days] after the		
I)	I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];						
J)	If I am selected for this assignment, I shall [please check the appropriate box]:						
		Sign an Individual Cont					
			reement (RLA)	company/organization/in: , for and on my behalf. Tose are as follows:	_		
K)	I hereb	by confirm that [check all	that applies]:				
	At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;						
	Ш	I am currently engage	d with UNDP a	nd/or other entities for t	he following w	ork:	
	Assignment Contract / Name of Contract Contract Type Institution/Company Duration Amount						
	I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:						
	Assignment Contract Institution/ Contract Contract Type Company Duration Amount						

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

- M) If you are a former staff member of the United Nations recently separated, please add this section to your letter:

 I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

	Name	Relationship	Name of International Organization
· · · -	nave any objections to our makin	g enquiries of your presen	t employer?
	ow, or have you ever been a perr	•	r government's employ?
R) REFEREN qualificat	ICES: List three persons, not reions.	elated to you, who are fa	miliar with your character and
	Full Name	Full Address	Business or Occupation
or convict	been arrested, indicted, or summed, fined or imprisoned for the v	iolation of any law (exclud	ing minor traffic violations)?
or convict YES I certify that correct to the omission made	ted, fined or imprisoned for the v	iolation of any law (exclude particulars of each case in answer to the foregoing qualief. I understand that any other document requested	ing minor traffic violations)? an attached statement. Destions are true, complete and misrepresentation or material by the Organization may resulting may r
or convict YES I certify that correct to the omission mad in the termina	ted, fined or imprisoned for the very NO If "yes", give full parties the statements made by me in a leader of my knowledge and be de on a Personal History form or other tests.	iolation of any law (exclude particulars of each case in inswer to the foregoing qualief. I understand that any other document requested pecial services agreement w	ing minor traffic violations)? an attached statement. Destions are true, complete and misrepresentation or material by the Organization may resulting may r

Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS³ SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			
II. Travel 4 Expenses to Join duty			
station			
Round Trip Airfares to and from duty			
station			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
III. Duty Travel			
Round Trip Airfares			
Living Allowance			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
5 11		
Deliverable 1		
Deliverable 2		
Deliverable 3		
Total	100%	USD/PKR

³ The costs should only cover the requirements identified in the Terms of Reference (TOR)

⁴ Travel expenses are not required if the consultant will be working from home.

FINANCIAL PROPOSAL

The Consultant is required to prepare the Price Schedule as a separate document from the rest of the technical response. All prices/rates quoted must be in **PKR**. The format shown below should be used in preparing the price schedule.

Sr. #	Description/Break-up of Financial Proposal	Unit	Unit Cost (PKR)
A.	Consultancy Fee:		
B.	Travel		
С	Others		
	Total		

Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Total	100%	PKR

*Payment shall be made based on the deliverable selected candidate.	s agreed in the final contract that will be signed with the
Name:	
Signature:	Date: