

Revised IC Notice:

Date: 17th February 2020 Ref: UNDP-IC-2020-079

JTN: 13103

INDIVIDUAL CONSULTANT

Country: Pakistan

Duty Station: Islamabad

Description of the assignment/Job Title: Consultant for Green Office

Project name: Management

Period of assignment/services: 6 Months.

Submission Instructions:

Please submit your **UN P11 Form, Technical Proposal, filled Annexes (attached as Annex D, F, G and H) along with attested documents** to the following address: not later than **6**th **March, 2020 before 12:30 PM**

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 6th March, 2020 at 12:30 PM PST

Kindly write the following on top left side of the envelop or email subject line "UNDP-IC-2020-079____

Important note for email submissions: Please put "UNDP-IC-2020-079" 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

Important Note: If Proposal submitted through post, the Financial Proposal must be in Separate Sealed Envelope. If proposal submitted through Email, Financial Proposal (Annex IV and Annex) must be password protected file.

1. BACKGROUND

UNDP is one of the leading international organizations driving the implementation of 2030 sustainability agenda. To credibly and effectively support climate action, UNDP itself needs to demonstrate how it 'walks the talk' and meet the highest standards of sustainability management in its operations, including achievements such as substantial reductions in its greenhouse gas emissions.

To initiate this transformation, the UNDP Administrator has called for a 'Greening UNDP Moonshot' which sets ambitious, bold 'greening' targets for UNDP operations.

Building on Greening UNDP Moonshot, Greening the Blue and Moving UNDP on a path of true environmental sustainability will require Country Offices to take action and integrate 'greening' considerations into day-to-day work and decision-making.

2. OBJECTIVES OF THE ASSIGNMENT

Engage a Consultant for Greening with the aim of improving and promoting Greening for Pakistan Country Office, Sub Offices and Common premises.

A Consultant will work under the supervision of the Operations Manager. He/she will provide expert advice to establish a baseline, develop strategy & action plan for the Pakistan Country Office. He/she will play an instrumental role in monitoring & evaluation of the activities pertinent to the Green Project.

3. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED REPORT WORK

- Provide practical advice and assistance in the technical aspects of the Greening of the UNDP Offices.
- Develop "Base line" and bench mark of Greening to show case and promote in Yammer and Intranet.
- Provide Assistance and contribution in collaboratively developing "Greening the Blue Strategy" & "Action Plan" for the Country Office and Sub Offices.

- Coordinate and organize with the Serena Management, UN Agencies and pertinent Units
 to get information about Green planning and reconcile with SBC data and act as the
 Focal Point among Inter-Agency Greening Group and Serena Business Complex.
- Act as a focal point and convener for Greening Project on behalf of UN Agencies at SBC to coordinate with Serena Management to achieve Greening of Common Premises.
- Ensure quality assurance of deliverables consistent with the strategy and Action Plan of the Greening Project.
- Provide assistance and support to the Management to obtain the latest trends and best practices on Greening.
- Performing other relevant duties as and when required.

4. DELIVERABLES and PAYMENT SCHEDULE

Deliverables			
Deliverables	Estimated Time for Task & Deadline	Submission	Payment %
Design Green Office strategy and Action Plan with the coordination of all concern Units. Coordinate with all UN Agencies at SBC and Serena Business Complex to establish Baseline and benchmark data for Greening Project.	20 days 30 th March 2020	Submission of Strategy	17%
Establish Base Line, what UNDP have reasonably achieved, to show case in Yammer and Intranet.	20 Days 27 th April 2020	Base Line Report	17%
Execution of Green Office Strategy with the coordination of all concern Units.	20 Days 30 th May 2020	Review Report	17%
Monitoring the Progress of Green Office and Sub offices and Share the reports with Greening Project Team.	20 days 30 th June 2020	TORs and procurement notice	17%
Provide assistance to Procurement in establishing TOR and Bids of equipment related to the Green Office.	20 days 30 th July 2020	Monitoring Report	17%

Conduct bid evaluation and selection of the firm. Supervise installation of equipment.			
Final report along with the Output and lesson learn	20 days, 30 th August, 2020	Output reports	15 %

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Academic Qualification:

Master's degree in business administration, environmental sciences or other relevant field

Years of Experience:

At least 7 years of experience in UNDP Operations and UN Common Premises management

Competencies:

Is the proposal methodology convincingly meets the requirements set by the advertised ToRs and is adequate/good/excellent

6. DOCUMENTS TO BE REVIEWED

The Consultant shall read, but is not limited to, the following materials related to understand the work specified under this Consultancy:

- a) Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- b) **Personal CV or P11**, indicating experience from similar projects, as well the contact details (email and telephone number) of the Candidate; and at least three (3) professional references.
- c) **Brief description** of why the individual considers himself/herself as the most suitable for the assignment, and a methodology, on how will s/he approach and complete the assignment.
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price for the assignment.

7. FINANCIAL PROPOSAL

Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

8. EVALUATION

The consultant will be evaluated based on the cumulative analysis. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- i) Responsive/compliant/acceptable, and
- ii) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- a. Technical Criteria weight: 70%
- b. Financial Criteria weight: 30%

Only candidates obtaining a minimum of 49 out of 70 points would be considered for the Financial Evaluation

Criteria	Weight	Max. Point
<u>Technical Competencies</u>	70	
Master's degree in business administration, environmental sciences or other relevant field	10	
At least 7 years of experience in UNDP Operations and UN Common Premises management	35	
• Is the proposal methodology convincingly meets the requirements set by the advertised ToRs and is adequate/good/excellent	25	
Financial proposal	30	
Total Score	Technical s Financial	score 70+30

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	а
	OUT	SATNDING ca	apacity for the analyzed co	ompete	ence	

og. APPLICATION PROCESS¹

Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- b) CV and a Personal History Form (P11 form3);
- c) Brief description of approach to work/technical proposal of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

¹Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP:

https://info.undp.org/global/popp/Pages/default.aspx
2https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx

³http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

ANNEX

- ANNEX A TERMS OF REFERENCES (TOR)
- ANNEX B- PERSONAL HISTORY FORM (P-11)
- ANNEX C-INDIVIDUAL CONSULTANT GENERAL TERMS & CONDITIONS
- ANNEX D-PROPOSAL SUBMISSION FORM
- ANNEX E-OFFEROR'S LETTER TO UNDP
- ANNEX F-FINANCIAL PROPOSAL

Terms of Reference TERMS OF REFERENCE

Consultant for Green Office

I. Overview: Information about the Position

Job Title: Consultant for Green Office Contract Type: Individual Contract (IC)

Languages Required" English and Urdu

Duty Station" Islamabad

Contracting Authority United Nations Development Programme

Contract Duration 6 Months

Start Date 12nd March 2020 End Date 10th October 2020

SUPERVISOR: Operations Manager, UNDP

II. Introduction and Background

UNDP is one of the leading international organizations driving the implementation of 2030 sustainability agenda. To credibly and effectively support climate action, UNDP itself needs to demonstrate how it 'walks the talk' and meet the highest standards of sustainability management in its operations, including achievements such as substantial reductions in its greenhouse gas emissions.

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III. Objectives

Engage a Consultant for Greening with the aim of improving and promoting Greening for Pakistan Country Office, Sub Offices and Common premises.

A Consultant will work under the supervision of the Operations Manager. He/she will provide expert advice to establish a baseline, develop strategy & action plan for the Pakistan Country Office. He/she will play an instrumental role in monitoring & evaluation of the activities pertinent to the Green Project.

IV. Scope of Work

- Provide practical advice and assistance in the technical aspects of the Greening of the UNDP Offices.
- Develop "Base line" and bench mark of Greening to show case and promote in Yammer and Intranet.
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 Focal Point among Inter-Agency Greening Group and Serena Business Complex.
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- Ensure quality assurance of deliverables consistent with the strategy and Action Plan of the Greening Project.
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VI. Deliverables			
Deliverables	Estimated Time for Task & Deadline	Submission	Payment %
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/. Qualifications and Experience Required	
EVALUATION CRITERIA	
Criteria	Weight
Technical Competencies	70
Master's degree in business administration, environmental sciences or other relevant field	10
At least 7 years of experience in UNDP Operations and UN Common Premises management	35
Is the proposal methodology convincingly meets the requirements set by the advertised ToRs and is adequate/good/excellent	25
Financial proposal	30
Total Score	Technical score 70+30 Financial Total = 100
ayment Schedule	

The financial proposal shall specify a total lump sum amount for the deliverables outlined and associated travel/per diem costs. Payments will be based upon output, i.e. upon delivery of the services specified in the TOR. Payments would be made upon submission and approval of the deliverables as above:

Payments are contingent on performance, which include:

- Timely achievement of satisfactory outputs
- Demonstrated reliability

The contract does not permit any payment at the beginning of the consultancy.

Recommended Presentation of Offer

- a. Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- b. **Personal CV or P11**, indicating experience from similar projects, as well the contact details (email and telephone number) of the Candidate; and at least three (3) professional references.
- c. **Brief description** of why the individual considers himself/herself as the most suitable for the assignment, and a methodology, on how will s/he approach and complete the assignment.
- d. **Financial Proposal** that indicates the all-inclusive fixed total contract price for the assignment.

Criteria for Selection of the Best Offer

Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%;

Weight per Technical Co	ompetence
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

Note: UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

P-11 Form

UNITED NATIONS DEVELOPMENT PROGRAMME **Personal History Form** INSTRUCTIONS: Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions. If you need more space, attach additional pages of the same size. 1. Family name (surname) 3. Maiden name, if applicable 2. First names 4. Date of birth 5. Place of birth 6. Nationality at 7. List all your current 8. Gender nationality(ies) day month year birth Male Female Single Married Separated Widow(er) Divorced 9. Marital status 10. Entry into United Nations service might require assignment and travel to any area of the world in which the United Nations has responsibilities. Do you have/experience any condition/situation which might limit your prospective field of work or your ability to engage in air travel? No Yes If "Yes", please describe: 11. Permanent address 12. Present address if different from 13. Telephone numbers that indicated in box 11 Home/Mobile; Work; 14. Personal and/or professional e-mail Telephone No. Telephone No. address: **15.** Have you any dependents? Yes No If the answer is "Yes", give the following information: ;Name Date of birth Relationship Name Date of birth Relationship

any country other than that of your nationality? No Yes If "Yes", which country(ies)?			17. Have you taken any steps towards changing your present nationality? No Yes If "Yes", explain fully:				
18. Are any of you Common System, i	•	• —	e/partner, father/m No				iter) employed in the UN
Name	nclouling Oil	Dr: res	Relationship				Organization & Duty Station
19.Do you have ar following informati	-	ended) fam	ily members empl	oyed by U	NDP? No [Yes 🗌	If "Yes", give the
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20. Would you acce Yes No	ept employm			in the last	t 12 months	s? If so, for	for any UNDP positions which post(s)?
22.Languages — indicate mother tongue 1 st		Ability	y to operate in the	listed langı	uage(s) in a	work envii	ronment
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UN/ASAT – Admini No Yes if "Ye UNDP/AFT – UNDP	s", date ta	aken:						
24.EDUCATION: G	ive full de	tails - NB Pl	ease give exa	act titles of deg	rees in origi	nal language		
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A. List all education qualifications obtain diplomas, etc. (Plea	ned (high	est level edu	cation first).	Give the exact	name of the		s or equivalent d the title of degrees,	
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Name, place and country	Туре	Attended f Mo/Year M		Certificates or Diplomas obtained	In person or online/remote?
C. UN Language Proficiency Exa	ms (if any)		_		
D. UNDP Certification Program r	nes (if any)				
25. List membership of profession	onal societies and a	activities in civic, pu	ıblic or in	ternational affairs	

26. List any significant publications you have written (do not attach them) or any special recognitions you have received						
27. Have you alr	eady been issu	Jed a UN Index Nu	ımber? No [Yes If "Yes", p	lease indicate this	s number:
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				Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:		
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Reason for leav	ing:					
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				(do not indicate equivalency)		
				Last UN step in your post (if applicable):		
NAME OF EMP	LOYER			TYPE OF BUSINESS:		
				EMPLOYMENT TYPE:		
				Full time:		
				Part Time: (%)		
				Type of contract:		
				100 Series 200 series ALD/300 series		
				Permanent Indefinite Continuing		
				TA SSA/IC		
				SC UNV Other		
ADDRESS OF E	MPLOYER			NAME OF SUPERVISOR:		
				E-mail Address and Telephone No. of Supervisor:		
				Did you supervise staff? If so:		
				Number of professional staff supervised:		
				Number of support staff supervised:		
Description of	your duties and	related accompli	shmants:			
Description of	7001 dottes and	related accomplis	Silitients:			
Reason for leav	ing:					
FROM	ТО	SALARIES PER	ANNUM	FUNCTIONAL TITLE: As specified in your Letter of		
Month/Year	Month/Year	Starting	Final	Appointment/Contract:		
		(gross)	(gross)	UN Grade of your post (if applicable):		
				(do not indicate equivalency)		
				Last UN step in your post (if applicable):		
NAME OF EMP	LOYER			TYPE OF BUSINESS:		
				EMPLOYMENT TYPE:		
				Full time:		
				Part Time: (%)		

				Type of contract:
				□ 100 Series □ 200 series □ ALD/300 series □ Permanent □ Indefinite □ Continuing □ FTA □ TA □ SSA / IC □ SC □ UNV □ Other
ADDRESS OF E	MPLOYER			NAME OF SUPERVISOR:
				E-mail Address and Telephone No. of Supervisor:
				Did you supervise staff? If so:
				Number of professional staff supervised:
				Number of support staff supervised:
Description of y	our duties and	related accomp	lishments:	
Reason for leav	ina:			
	9.			
FROM	то	SALARIES PER	ANNUM	FUNCTIONAL TITLE: As specified in your Letter of
Month/Year	Month/Yea	Starting	Final	Appointment/Contract:
	r	(gross)	(gross)	UN Grade of your post (if applicable):
				(do not indicate equivalency)
				Last UN step in your post (if applicable):
NAME OF EMP	LOYER			TYPE OF BUSINESS:
				EMPLOYMENT TYPE:
				Full time:
				Part Time: (%)
				Type of contract:
				100 Series 200 series ALD/300 series
				Permanent Indefinite Continuing
				☐ FTA
				SC UNV Other
ADDRESS OF E	MPLOYER			NAME OF SUPERVISOR:
				E-mail Address and Telephone No. of Supervisor:
				Did you supervise staff? If so:
				Number of professional staff supervised:
				Number of support staff supervised:
Description of y	our duties and	related accomp	lishments:	
Reason for leav	ing:			
FROM	ТО	SALARIES PER	R ANNUM	

Month/Year	Month/Year	Starting	Final	FUNCTIONAL TITLE:	•	our Letter of
		(gross)	(gross)	Appointment/Contrac		
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				Last UN step in your p	post (if applicable	e):
NAME OF EMP	LOYER			TYPE OF BUSINESS:		
				EMPLOYMENT TYPE	:	
				Full time:		
				Part Time: (%)	
				Type of contract:		
					¬	ALD/see series
				100 Series	200 series Indefinite	ALD/300 series
				Permanent L	TA	Continuing SSA / IC
						Other
ADDRESS OF E	MPI OYFR			NAME OF SUPERVISO		
/ NDDRESS OF E	WII LOTEK			E-mail Address and Te	_	Supervisor:
						r-
				Did you supervise staf	ff? If so:	
				Number of profession	nal staff supervise	ed:
				Number of support st	taff supervised:	
Description			tala a sa a sa a			
Description of y	our duties and	related accompl	isnments:			
Reason for leav	ing:					
29. Have you ar	ny objections to	our making inq	uiries of:			
(a) your presen	t employer?	No 🗌	Yes 🗌			
(b) your previou	us employers?	No 🗌	Yes 🗌			
		ver been, a natio	onal civil serv	ant in your government	t?	
No 🗌	Yes					
If "Yes", Indicate	e dates of servi	ce.	Functions:	Cou	ountry:	
ii res / iliaicae.	e dates of servi		i onccions.			
31. References:	list three perso	ons not related to	o you who ar	e familiar with your cha	racter and qualif	ications and who
may be contact	•		,	,	•	
		•	• •	without obtaining prior	r consent. Howe	ver, please note that
		m your former e	· ·			
F	ull Name		-	ding E-Mail Address		Organization,
		and T	elephone Nu	mber	Business	or Occupation
					·	

32. State any other relevant facts in sup outside the country of your nationality	port of your application. Include information	on regarding any periods of residence
· — ·	l, or imprisoned for the violation of any law articulars of each case in an attached state	9
grounds of misconduct?	sures imposed on you, including dismissal carticulars of each case in an attached state	·
35. Have you ever been separated from	service on the grounds of unsatisfactory pe	erformance?
No Yes If "Yes", give full pa	articulars of each case in an attached state	ment.
knowledge. I understand that any misre termination of my appointment or to dis requested by the Organization for the pull connection with this application, I aut about my background to UNDP or its ag	provided in the present document is true, concentration or material omission made in smissal. I understand this also applies to an urpose of my recruitment to and employmethorize former employers and educational injury in collecting and disseminating the information of the infor	this document may lead to the y other information or document ent with UNDP. Institutions to release information esaid parties providing information
Nata		
a Personal History form, the applicant at P.11. The P.11 form is not valid without s any liability whatsoever for releasing inf You may be requested to provide documany documentary evidence until you have	nentary evidence of the statements you have been asked to do so and, in any ever	ralidate all information provided in the elease any party cited in the form from the made above. Do not, however, send at, do not submit the originals of any
UNDP.	of academic achievement unless they ha	

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.



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 for "UNDP-IC-2020-079" to UNDP Pakistan in accordance with the Price Schedule 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 -----2020

Name and Signature

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

	Date
Un	ame of Resident Representative) ited Nations Development Programme pecify complete office address)
De	ar Sir/Madam :
Ιh	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 or Personal History Form (P11) 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 :[pls. 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 as Annex 2;
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;
h)	This offer shall remain valid for a total period of days [minimum of 90 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 [pls. check the appropriate box]:

submission deadline;

		Sign an Individual Co	ntract with UN	DP;		
		UNDP a Reimbursab	le Loan Agreen	of company/organization nent (RLA), for and on r for this purpose are as f	ny behalf. The	_
k)	I hereb	y confirm that [check o	all that applies]	:		
		At the time of this engagement with a	-	have no active Individit of UNDP;	ual Contract o	or any form o
		I am currently engag	ged with UNDP	and/or other entities fo	or the following	g work :
		Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount
		I am also anticipatin entities for which I h	•		m UNDP and/o	or other
		Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount
l)	unders	stand and accept that I	shall bear all c e be responsibl	OP is not bound to accosts associated with itself or liable for those co	s preparation a	ınd submissior
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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		

BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components:

Components:		1	Ī
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 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)			