

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 16th April 2020
Ref: UNDP-IC-2020-115
ORPS # 2523

Country: Pakistan

Description of the assignment: Policy Expert

Project name: Tsunami & Earthquake Preparedness Project, UNDP

Period of assignment/services (if applicable): 50 Working Days – spread over the period of 5 Months

Travel Expected: The assignment may involve some travel to Karachi, Quetta and Islamabad (UNDP will be responsible to arrange travel of the consultant)

Location: Home based

Please submit your Technical and Financial proposals to the following address:

UNDP-IC-2020-115

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 **30th April 2020 at 12:30 PM**

Kindly write the following on top left side of the envelop or email subject line “UNDP-IC-2020-115- Policy Expert

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Important note for email submissions: Please put **“UNDP-IC-2020-115 -Policy Expert”** 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

UNDP has recently signed a Project titled “Strengthening tsunami and earthquake preparedness in coastal areas of Pakistan”, with financial assistance from Government of Japan. The project works with national, provincial and district governments for promoting policy and legal instruments and instilling tsunami risk preparedness through enhancing institutional capacity of concerned authorities and departments through training and research that will lead towards development of relevant policy frameworks as the key result. The project will assist, National Development Management Authority (NDMA), Sindh and Balochistan Provincial Disaster Management Authorities (PDMAs), Pakistan Meteorological Department (PMD) and other stakeholders for initiating policy discourse on existing capacity and institutional arrangement of different agencies involved in disaster risk preparedness and response in the coastal areas.

Under the proposed project, UNDP intends to organize three policy dialogues with national and provincial (Sindh and Balochistan) governments and key stakeholders to revise and improve the National Tsunami Guidelines which were earlier developed by the relevant stakeholders. The consultant shall facilitate development of SOPs for early warning generation and dissemination. Furthermore, the consultant shall facilitate establishment of national and provincial working group on tsunami.

Objectives:

Recruitment of Policy Expert for

- 1) improvement and finalization of tsunami national guidelines draft,
- 2) reviewing and designing of existing tsunami early warning SOPs for national, sub-national and local level, and
- 3) establishing national and provincial working/technical groups on coastal earthquake and tsunami detection, knowledge sharing and mitigation

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

The consultant is expected to carry out three inter-related tasks:

1. Revision and Improvement National Tsunami Guidelines

The National Guidelines for Tsunami Risk Mitigation’ are developed jointly with key stakeholders’ through precise consultative workshops in Sindh and Balochistan in 2018. The draft national guideline was shared and received significant inputs/feedback from the relevant national stakeholders. The consultant is expected to revise, improve the draft and get approval and validation from relevant stakeholders. The consultant will be required to consult key stakeholders NDMA and PDMAs and other stakeholders in person or through using online technology during the COVID-19 situation in the country or consultant may propose a methodology using online video conferencing tool to organize virtual meetings/workshops. When the situation is stable, then wide-scale consultations are required to review of the draft national guidelines. The venues for the policy dialogues are likely to be in Karachi, Gwadar and Islamabad and each event should invite 30-35 participants and, list to be finalized during inception phase in consultation with UNDP. There will be three days workshops at provincial levels (Gwadar and Karachi) and three-day national workshop in Islamabad.

2. Tsunami EW SOP at national, sub-national and local level

The consultant shall facilitate development of SOPs for early warning generation and dissemination with workshops at Gwadar and Karachi (which may be combined with the policy workshops, to be finalized during inception phase) or may use online video conferencing tool to organize virtual meetings/workshops to complete this task.

3. Establish national and provincial working groups on tsunami risk reduction

The consultant to coordinate establishment of Executive board and national working group for tsunami. Extensive coordination with relevant stakeholders is expected to be carried out by the consultant.

EXPECTED OUTPUTS/DELIVERABLES AND TIMEFRAME:

Three well-organized policy dialogues will lead towards the revision and finalisation of the National guidelines for Tsunami Risk Mitigation' and developing a new policy framework for earthquake and tsunami risk reduction for the coastal area of Pakistan as the key result. SOPS shall be developed for early warning generation and dissemination. Working groups to be formulated to facilitate knowledge sharing and mitigation strategies as per the global best practices.

Deliverables/ Outputs	Action Required	Estimated Timelines
Inception Report with workplan, methodology, table of content for the guidelines	Develop and submit a detailed inception report and workplan for policy dialogues events.	April 2020
Completion report of two provincial level policy dialogues	Upon requisite approval from UNDP, carry out events and produce a report following completion, detailing activities, outcomes, and challenges of the specific events.	May 2020
Completion Report of 01 National validation event and dissemination	Carry out national level policy dialogue and validation with key stakeholders	May 2020
SOPs for national, provincial and local level developed and validated	Carry out meetings and provincial workshops for SOPs	June 2020
Formation and notification of Executive board and working group for tsunami	Coordination with relevant stakeholders and formulate groups as per the global best practices	July 2020
Policy framework for earthquake and tsunami risk reduction, approved by UNDP and concerned stakeholders	Revised national policy framework/guidelines for earthquake and tsunami risk reduction	August 2020

Schedule of Payments

Sr. No	Deliverable	Payment Plan
1	Inception Report with methodology and workplan	20%
2	Completion report of provincial level policy dialogues and national validation workshop	20%
3	SOPs document	30%
4	Policy framework for earthquake and tsunami risk reduction	30%
Total		100%

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

EVALUATION CRITERIA	
Criteria	Weight
Technical Competencies	70
Consultant's eligibility and qualifications, relevant master's degree in social sciences with majors in Development Studies, Climate Change, Public Management, Sustainable Development, Economics or related field. A proven experience in writing and publication is needed.	30%
Proposed Methodology, Approach and Implementation Plan	45%
Relevant Ten years' experience of working for international organizations on similar assignments	25%
Financial Proposal	30
Total Score	Technical Score 70 + Financial Score 30 Total = 100

4. 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) 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

5. EVALUATION

CRITERIA FOR SELECTION OF THE BEST OFFER:
Individual consultants will be evaluated based on the following methodologies Cumulative analysis or Combined Scoring Method. 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 70% point would be considered for the Financial Evaluation.

ANNEX

ANNEXES

ANNEX 1. TERMS OF REFERENCE (TORs)

ANNEX 2. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS.

ANNEX 3- PROPOSAL SUBMISSION FORM.

ANNEX 4- OFFEROR'S LETTER TO UNDP/CONFIRMATION OF INTEREST.

ANNEX 5 – FINANCIAL PROPSAL

ANNEX 6 – Statement of Health – Individual Contractor

Please submit an updated resume/CV.

TERMS OF REFERENCE

Policy Expert - Tsunami & Earthquake Preparedness

I. Overview: Information about the Position

Job Title:	Policy Expert
Contract Type:	Individual Contract (IC)
Languages Required	English and Urdu
Duty Station	Home based
Contracting Authority	United Nations Development Programme
Contract Duration	50 Working Days - 5 Months
Start Date	April 15, 2020
End Date	September 15, 2020
Supervisor	National Project Manager
Travel Expected	The assignment may involve some travel to Karachi, Quetta and Islamabad (UNDP will be responsible to arrange travel of the consultant)

II. Introduction and Background

UNDP has recently signed a Project titled “Strengthening tsunami and earthquake preparedness in coastal areas of Pakistan”, with financial assistance from Government of Japan. The project works with national, provincial and district governments for promoting policy and legal instruments and instilling tsunami risk preparedness through enhancing institutional capacity of concerned authorities and departments through training and research that will lead towards development of relevant policy frameworks as the key result. The project will assist, National Development Management Authority (NDMA), Sindh and Balochistan Provincial Disaster Management Authorities (PDMAs), Pakistan Meteorological Department (PMD) and other stakeholders for initiating policy discourse on existing capacity and institutional arrangement of different agencies involved in disaster risk preparedness and response in the coastal areas.

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III. Objectives

Recruitment of Policy Expert for

- 1) improvement and finalization of tsunami national guidelines draft,
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- 3) establishing national and provincial working/technical groups on coastal earthquake and tsunami detection, knowledge sharing and mitigation

IV. Scope of Work

The consultant is expected to carry out three inter-related tasks:

4. Revision and Improvement National Tsunami Guidelines

The National Guidelines for Tsunami Risk Mitigation' are developed jointly with key stakeholders' through precise consultative workshops in Sindh and Balochistan in 2018. The draft national guideline was shared and received significant inputs/feedback from the relevant national stakeholders. The consultant is expected to revise, improve the draft and get approval and validation from relevant stakeholders. The consultant will be required to consult key stakeholders NDMA and PDMA's and other stakeholders in person or through using online technology during the COVID-19 situation in the country or consultant may propose a methodology using online video conferencing tool to organize virtual meetings/workshops. When the situation is stable, then wide-scale consultations are required to review of the draft national guidelines. The venues for the policy dialogues are likely to be in Karachi, Gwadar and Islamabad and each event should invite 30-35 participants and, list to be finalized during inception phase in consultation with UNDP. There will be three days workshops at provincial levels (Gwadar and Karachi) and three-day national workshop in Islamabad.

5. Tsunami EW SOP at national, sub-national and local level

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6. Establish national and provincial working groups on tsunami risk reduction

The consultant to coordinate establishment of Executive board and national working group for tsunami. Extensive coordination with relevant stakeholders is expected to be carried out by the consultant.

V. Expected Outputs and Deliverables

Three well-organized policy dialogues will lead towards the revision and finalisation of the National guidelines for Tsunami Risk Mitigation' and developing a new policy framework for earthquake and tsunami risk reduction for the coastal area of Pakistan as the key result. SOPs shall be developed for early warning generation and dissemination. Working groups to be formulated to facilitate knowledge sharing and mitigation strategies as per the global best practices.

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VI. Deliverables & Payment Schedule

Sr. No	Deliverable	Payment Plan
1	Inception Report with methodology and workplan	20%
2	Completion report of provincial level policy dialogues and national validation workshop	20%
3	SOPs document	30%
4	Policy framework for earthquake and tsunami risk reduction	30%
Total		100%

Note: In case of delays due to unforeseen circumstances the contract could be extended without cost upon mutual understanding.

VII. Criteria for the Assessment of Proposal

EVALUATION CRITERIA	
Criteria	Weight
Technical Competencies	70
Consultant's eligibility and qualifications, relevant master degree in Social Sciences with majors in Development Studies, Climate Change, Public Management, Sustainable Development, Economics or related field. A proven experience in writing and publication is needed.	30%
Proposed Methodology, Approach and Implementation Plan	45%
Relevant Ten years experience of working for international organisations on similar assignments	25%
Financial Proposal	30
Total Score	Technical Score 70 + Financial Score 30 Total = 100

VIII. Evaluation of Proposal

Recommended Presentation of Offer

Interested individual consultants must submit the following documents/information to demonstrate their qualifications. Please group them into **one (1) single PDF document** or keep the file size to a maximum of 4MB.

- **Duly accomplished Letter of Confirmation of Interest and Availability** using the template provided by UNDP.
- **Personal CV or P11**, indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references.
- **Financial proposal**, that indicates the all-inclusive daily fee, as per template provided.

Criteria for selecting the best offer.

The criterion for selection of the contractor will be the lowest price method, so the award is made to the qualified / person who meets the requirements and has offered the lowest price.

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.

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

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

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

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

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the

Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform 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.

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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.