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RE-ADVERTISEMENT INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: July 15, 2020

Country:	Somalia
Description of the Assignment:	Individual Contractor: Photographer (International)
Project Name/Title:	Communication Unit
Period of Assignment/Services:	IC Framework/Long-Term Agreement (LTA) for an initial period of one year with a maximum of 100 working days with possible extension for another one year on similar terms at UNDPs discretion subject to performance and availability of funds.

Applications must be submitted electronically via the UNDP e-Tendering system at: <https://etendering.partneragencies.org> Business Unit: SOM10, Event ID: IC-2020-05 on or before July 24, 2020, 07:00 AM EST/EDT (New York) time. Applications submitted via email will be rejected.

Note: Detailed instructions on how to register, submit, modify or cancel a bid in the e-Tendering system are provided in the e-Tendering system Bidder User Guide and instructional videos available at this link: <https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

e-Tendering Submission Requirements

- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
- All files must be free of viruses and not corrupted. If you are uploading many files (ex. 15 or more), **please zip the files into a ZIP folder and upload the folder instead of each file individually.** You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder cannot exceed 50 MB.
- **Digital certification/signature: Signed and stamped copy.**
- **Time zone to be recognized: EST/EDT (New York) time zone**

Failure to submit readable files will result in rejection of the Bid.

Any request for clarification shall be communicated to UNDP in writing via email at procurement.so@undp.org (telephone enquiries will not be accepted) at least two days before the submission deadline. Please note that this email address is dedicated for enquiries only. **Do not submit your application to this email address. If you do so, your application will be rejected.** The UNDP will respond in writing by posting the query and UNDPs clarification to the query directly on the UNDP e-Tendering system at <https://etendering.partneragencies.org> Business Unit: SOM10, Event ID: IC-2020-05 without identifying the source of query. Interested candidates are advised to frequently check in the e-Tendering system for any clarification/addenda that may be posted.

APPLICANTS WHO HAD PREVIOUSLY SUBMITTED AN OFFER IN RESPONSE TO THE INITIAL ADVERTISEMENT AND ARE STILL INTERESTED IN THE POSITION MUST RE-APPLY.

I. BACKGROUND

With a focus on external communications, UNDP Somalia's Communication Unit provides support to the Country Office programmes and projects to raise awareness of UNDPs work and, advocate for related issues. In this regard, the Unit implements the corporate communications strategy, designs, manages and facilitates the implementation of the Country Office communications strategy with a view to influence the development agenda, to promote public and media outreach and to mobilize political and financial support for UNDP through production of high-quality text, video and photo products for a wide range of audience including donors, partners and the general public.

Within this context, UNDP seeks to engage a qualified individual(s) to provide services of a Photographer under an Individual Contractor's (IC) Framework/Long-Term Agreement (LTA).

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

II. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

III. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

IV. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE TECHNICAL APPLICATIONS

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

V. FINANCIAL PROPOSAL

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

VI. EVALUATION

For detailed information, please refer to Annex 1 – Terms of Reference (ToR)

Annexes:

ANNEX 1- Terms of Reference (ToR)

ANNEX 2- Individual Consultant General Terms and Conditions

ANNEX 3- Offeror's Letter to UNDP Confirming Interest and Availability

TERMS OF REFERENCE

Individual Contractor: Photographer (International) (RE-ADVERTISEMENT)

A. Project Title: Communication Unit

B. Project Description

The United Nations Development Programme (UNDP) is the UN's global development network. Its mandate is to end poverty, build democratic governance, rule of law, and inclusive institutions. UNDP advocates for change and connects countries to knowledge, experience and resources to help people build a better life for themselves and promotes technical and investment cooperation among nations through provision of expert advice, training and grants support to developing countries for long term benefits.

With a focus on external communications, UNDP Somalia's Communication Unit provides support to the Country Office programmes and projects to raise awareness of UNDPs work and, advocates for related issues. In this regard, the Unit implements the corporate communications strategy, designs, manages and facilitates the implementation of the Country Office communication strategy with a view to influence the development agenda, to promote public and media outreach and to mobilize political and financial support for UNDP through production of high-quality text, video and photo products for a wide range of audience including donors, partners and the general public.

Within this context, UNDP seeks to engage a qualified individual(s) to provide services of a photographer under an Individual Contractor's (IC) Framework/Long-Term Agreement (LTA).

C. Scope of Work

The objective of this assignment is to produce photographs and captions for UNDP products, social media and other uses as required in an expedient manner. The selected candidate must be willing to travel to Somalia. Working closely with the Communications and Project teams, the photographer will undertake the following tasks.

- Capture high-resolution images of UNDP activities, beneficiaries of UNDP interventions and their communities, infrastructure and other UNDP support across the country and other subjects are required;
- Provide edited jpegs of the highest possible quality for each shoot with detailed captions covering where, what, who, when and background on the issue/UNDP support;
- Provide all RAW images shot during all assignments;
- Download images to external drives provided by UNDP or submit them via FTP.

Copyright

- UNDP shall be granted non-exclusive worldwide rights in perpetuity for all images shot while on assignment, including the right to share images at no cost with other UN organisations/partners and media houses;
- UNDP reserves the right to stipulate for certain images and for certain shoots where there are issues of personal welfare/safety or cultural considerations that approval must be sought before the consultant uses the image for any purpose other than submitting it to UNDP.

Guidelines on UN photo usage can also be accessed using the following link;

<https://www.unmultimedia.org/photo/guidelines.jsp>

Warranties, Consent and Intellectual Property

1. The Individual Contractor represents and warrants that he/she has not, and undertakes that he/she shall not infringe any third-party intellectual property rights in performing any services pursuant to the proposed contract. The Applicant further represents and warrants that he/she shall perform the activities pursuant to the UNDP photo policy and guidelines including obtaining written consent when required, including from survivors of violence and from the legal guardians of children under 18 years of age.
2. The 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 brought by any third party against UNDP, 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 possession of or use by UNDP of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UNDP under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, 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 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.
3. The indemnity set forth in point 2(a) above, shall not apply to:
 - a) A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
 - b) A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.
4. UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor

shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5. In the event the use by UNDP of any goods, property or services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
 - a) procure for UNDP the unrestricted right to continue using such goods or services provided to UNDP;
 - b) replace or modify the goods or services provided to UNDP, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
 - c) refund to UNDP the full price paid by UNDP for the right to have or use such goods, property or services, or part thereof.

D. Expected Outputs and Deliverables

If and when any of the above services will be required, UNDP and the Contractor will agree on work output (within the scope of the LTA), number of working days necessary and target due dates prior to commencement of work. Detailed specifications for each individual assignment will be given to the selected Contractor as and when their services are required. The call-off mechanism (trigger) for each assignment will be a written request from the Communication Specialist to the Contractor.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required
<ul style="list-style-type: none"> • Work, beneficiaries and issues related to its mandate • All RAW images shot on professional equipment during any assignment • Edited jpegs for each shoot with detailed captions covering where, what, who, when and background on the issue/UNDP support 	As per the agreed timeframe	As per agreed timeframe	Communication Specialist

E. Institutional Arrangement

1) Reporting Lines

The Consultant will work under the direct supervision of the Communication Specialist in close collaboration with other Communication Unit and respective project staff on all assignments.

2) Administrative and logistical support

The UNDP will provide the following administrative and logistical support;

- a) When in Somalia, the Consultant will work under UNDP 'duty of care' and will comply with all UNDP security regulations. SSAFE pre-deployment certification is required for Somalia travel

and will be facilitated and paid for by UNDP. The number of working days spent in SSAFE training will not be considered as working days;

- b) Accommodation at the UN Compound in Mogadishu based on the UN Daily Subsistence Allowance (DSA) applicable rate and a living allowance not to exceed the UN DSA applicable rate when on duty travel to other locations in Somalia.
- c) Reimbursement of cost of a return air ticket not to exceed the cost of an economy class ticket on the most direct route to join duty station/repatriation travel, terminals and visa. Travel costs will be reimbursed on actuals but not exceeding quotation from UNDPs approved travel agent and with prior written approval by UNDP. The UNDP shall not accept travel costs exceeding those of an economy class ticket. Should the selected individual choose to travel on a higher class, he/she will do so at own cost;
- d) Consultant will be required to have own equipment/software/computer. The UNDP will not provide any equipment.

F. Duration of the Work

IC Framework/Long-Term Agreement (LTA) for an initial period of one year with a maximum 100 working days with possible extension for another one year on similar terms at UNDPs discretion subject to performance and availability of funds.

G. Duty Station

Somalia and Home-based

H. Qualifications of the Successful Individual Contractor

Corporate:

- Demonstrates integrity and fairness, by modelling the UN/UNDP's values and ethical standards;
- Promotes the vision, mission and strategic goals of the UN and UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment

Functional:

- Strong knowledge of development and humanitarian issues
- Ability to advocate and articulate clear messages. Attention to detail is crucial
- Ability to work in a high-pressure working environment with frequent urgent deadlines
- Excellent photography and creative skills.
- Proficiency in photographic software including Adobe, photoshop, lightroom and other editing tools is required
- High level logical and methodological organizational skills and the ability to multi-task.
- Proactive approach to delivering tasks
- Ability to work in a multi-cultural environment and to communicate sensitively across different constituencies and awareness of political sensitivities
- Flexibility to attend events during weekends.
- Excellent technical capacity to ensure smooth and high-quality production (including availability of professional photography equipment and software).

Client Orientation and Communication

- Excellent interpersonal and networking skills and ability to establish and maintain effective working relations.
- Supports and encourages open communication and responds positively to critical feedback and differing points of view.
- Focuses on impact and result for the client and responds positively to critical feedback;

Education:

- A minimum of Bachelor's degree in Media, Journalism, Communication, International development/relations or related field OR professional photography training from a reputable institution.

Experience:

- A minimum of five years' experience as a professional photographer;
- Experience in taking photographs for development related agencies and partners to convey advocacy messages or tell a story;
- Experience with on-call assignments with the UN/UNDP **OR** international development partners is preferred;
- Demonstrated skills in creative photography capturing action, surroundings, portraits, outdoor and indoor photographs (please provide a URL);
- Understanding of international development, resource mobilization, and the UN context is desirable
- Familiarity with UNDP branding/communication guidelines/working experience with UNDP is an advantage;
- Understanding of UNDP projects/issues and the Somali political and socio-economic context is desirable;
- Work experience in fragile states/post-conflict setting is desirable.

Language Requirements:

- Proficiency in written and spoken English.
- Knowledge of Somali is an asset.

I. Scope of Price and Schedule of Payments.

The resulting LTA will be a fixed unit rate contract. The UNDP will pay the Contractor consistent with the terms of the LTA, a sum which shall be based on the services ordered by UNDP and delivered by the Contractor at the unit rates specified in the LTA. These prices shall remain firm and shall not be increased during the entire term of the LTA. The UNDP does not warrant the maximum number of days of service will be purchased during the term of the contract as this will depend on actual needs. Whereas the LTA will have a ceiling amount that may accrue to the Contractor during the life of the LTA, the ceiling amount shall remain as an upper limit and must not be interpreted nor understood as a financial commitment or guarantee of business volume.

- Services will be delivered on an on-call basis;
- Payment will be made based on the number of days worked and satisfactory performance of each Deliverable requested in the call-off from UNDP. On completion of each assignment, the Contractor will submit an invoice (UNDP Certificate of Payment) and a time sheet specifying the

number of days worked and deliverables achieved for approval by the Communications Specialist that the Contractor has delivered contractual obligations in a satisfactory manner;

- Payment will be made within 30 days of submission of invoice and certification of payment by UNDP;

J. Application Procedure

Interested and qualified candidates are requested to submit a complete application package to the Interested and qualified candidates are requested to submit a complete application package via the UNDP e-Tendering system at: <https://etendering.partneragencies.org> **Business Unit: SOM10, Event ID: IC-2020-05** on or before **July 24, 2020, 07:00 AM EST/EDT (New York) time**. Incomplete applications will not be considered. Please ensure you submit a complete application which must include the following documents:

1. Technical Proposal:

- a) Duly completed and Signed Offeror's Letter to UNDP Confirming Interest and Availability (Annex-3).
- b) CV or P11 demonstrating experience from similar projects and specifying the relevant assignment period (from/to) as well as the email and telephone contacts of at least three (3) professional references with a cover letter (maximum one page) explaining why candidate considers him/herself suitable for the assignment.
- c) A portfolio (**at least 3 samples via URLs**) of previous work to the UN/UNDP and other international organisations.

Applicants who choose to submit an offer under the Reimbursable Loan Agreement (RLA) option must do so in their individual capacity thus, must submit a CV or P11 to facilitate assessment of their qualifications.

2. Financial Proposal

The financial offer should be quoted in United States Dollar (USD) using the Template provided in Annex 3 (Offeror's Letter Confirming Interest and Availability).

K. Criteria for Selection of the Best Offer

Evaluation Method:

The combined scoring method where the technical proposal will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%. The maximum obtainable score for combined technical and financial proposal is 100 points.

Evaluation Process

Preliminary Evaluation:

Applications will be examined to determine completeness, eligibility and compliance with submission requirements as per below criteria on a Yes/No basis:

- a) Application submitted via e-Tendering to <https://etendering.partneragencies.org> **Business Unit: SOM10, Event ID: IC-2020-05**
- b) Complete Application, i.e., submission of all documents stipulated above in Section J of these ToR.
- c) Bid validity (Minimum 90 days).
- d) Acceptance of UNDP Individual Consultant General Terms and Conditions.

- e) A minimum of Bachelor's degree in Media, Journalism, Communication, International development/relations or related field OR professional photography training from a reputable institution.
- f) A minimum of five years' experience as a professional photographer.
- g) Availability of professional photography equipment and software

Only offers that meet all the above criteria will be passed for technical evaluation.

Technical Evaluation Criteria - (70% of total evaluation, i.e., 70 points)

The technical proposal will be evaluated based on its responsiveness to the Terms of Reference using a two-step process.

Step I – Shortlisting - Evaluation of the submitted Technical Proposal (70 points*70%)

Technical Evaluation Criteria	Maximum obtainable score (points)
Education	10
Quality of sample photo edits from at least three (3) shoots with focus on technique, creativity, ability to convey a message/story and captioning	40
Proven experience – reference will be made to CV and submitted work samples	20
Total Obtainable score	70

The minimum passing score of technical proposal is 70% (49 points). Only Applicants who obtain a minimum of 49 points in Step I shall be considered for the Interviews.

Step II – Interview (70 points*30%)

Interview shall be conducted with Applicants who obtain a minimum of 49 points in Step I. Applicants will be tested on the same key areas with the same weighting. Only Applicants obtaining a minimum of 70% on the total of Step I (Evaluation of submitted Technical Proposal) and Step II: (Interview) will be considered as technically qualified and will be reviewed further for financial evaluation.

Financial Evaluation Criteria (30% of total evaluation; Maximum 30 points)

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other proposals receive points in inverse proportion. The following formula will be used to evaluate financial proposal:

$p = y (\mu/z)$, where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

L. Contract Award

Award will be made to up to a maximum of two (2) Applicants having obtained the highest and second-highest combined score consistent with the evaluation criteria. If LTA award is made to more than one Applicant, the Applicant with the highest combined score will be awarded the LTA as the primary Contractor. The Applicant with the second highest combined score will be awarded the LTA as the secondary Contractor. The UNDP will first request the primary Contractor to provide the services required under the LTA. In the event the primary Contractor cannot provide the services required, UNDP will then contact the Secondary Contractor as required.

UNDP will only be able to respond to those applications in which there is further interest.

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 their engagement of such persons or entities.

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

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

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

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

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

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

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

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is

performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

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

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

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

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

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any

event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

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

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

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

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

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

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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

Date _____

The Resident Representative
United Nations Development Programme, Somalia
Aden Ade International Airport
Airport Road, Mogadishu
Somalia

Dear Sir,

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [*delete this item if the TOR does not require submission of this document*];
- E) I hereby propose to complete the services based on the following payment rate: [*please check the box corresponding to the preferred option*]:
 - ☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]
 - ☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto 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 submission deadline;
- I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office [*disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists*];
- J) If I am selected for this assignment, I shall [*please check the appropriate box*]:

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that [*check all that applies*]:

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

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

M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Email Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result

in the termination of the service contract or special services agreement without notice.

DATE: _____

SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes:

☒ **Annex 1:** Your CV or P11 which shall include Education/Qualification, Professional Certification, Employment Records /Experience with a cover letter (maximum one page) explaining why Applicant considers him/herself suitable for the assignment.

A portfolio (**at least 3 samples via URLs**) of previous work to the UN/UNDP and other international organisations

☒ **Annex 2:** Breakdown of Costs Supporting the Final All-Inclusive Price as per Template in the table in the following page.

Please ensure you upload all the above documents onto the UNDP e-Tendering system at

<https://etendering.partneragencies.org> **Business Unit: SOM10, Event ID: IC-2020-05**

BREAKDOWN OF COSTS¹
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Components:

Cost Components	Unit of Measure	Quantity (No)	Unit Cost (USD)	Total Annual Contract Price (USD)
I. Personnel Costs				
Professional Fees	Day	100		

Note:

Travel costs will be treated as a reimbursable cost as described in Section E, 2(c) of the Terms of Reference, hence, must not be included in the financial proposal.

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR)