18354-2021 - INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: March 5th, 2021

Country: Panama (home-based)

<u>Description of the assignment</u>: Diseñar y desarrollar un chatbot para crear una plataforma de chatbot que pueda ampliarse y mejorarse paralas funciones y habilidades del PNUD en esta área, con foco en SDG16+ (SDG 1, 3,5,11, 16, 17) y su relación con seguridad ciudadana, prevención, cohesión social entre otros.

<u>Project name</u>: 000080822 Gestión de la Informacion basada en evidencia para la toma de decisiones en Centro America y Republica Dominicana.

Period of assignment/services (if applicable): 3 meses

Proposals should be submitted by email to <u>procurement.rblac.regionalhub@undp.org</u> no later than <u>Monday March 22nd</u>, <u>2021 at 15:00 (Republic of Panama time, UTC/GMT -5)</u>, using the following subject line: <u>18354-2021 Consultoría para Chatbot Developer</u>.

Any request for clarification must be by standard electronic communication to the e-mail indicated above no later than Monday, <u>March 15th</u>, <u>2021 at 15:00 (Republic of Panama time, UTC/GMT -5)</u>. The Procurement Office of UNDP's Regional Hub for Latin America and the Caribbean will respond by standard electronic mail and will send copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

This process is directed only to one individual. Any proposal received jointly by more than one individual or a company will be rejected. Likewise, all proposals from consultants involved in the elaboration of the present Terms of Reference will be rejected.

| 1. BACKGROUND, SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSEI |
|--|
| ANALYTICAL WORK, REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS |

| For detailed information, please refer to Annex |
|---|
|---|

2. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information in PDF format duly signed to demonstrate their qualifications:

- **2.1 Proposal (in English)**: Brief description of why you consider yourself as the most suitable for the assignment, and a methodology, if applicable, on how you will approach and complete the assignment.
- **2.2. Financial Proposal**: The standard **Letter of Confirmation of Interest and Availability** supported by a breakdown of costs, which you must complete, sign and submit to UNDP. Please refer to **Annex 2.**

The financial proposal shall specific a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverable (i.e., whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e., upon delivery of the services specified in the TOR.

- **2.32.3 P11 form or CV**: Including experience in similar projects and at least **three (3) professional** references (e-mail and phone number).
- **2.4 Beneficiary:** Personal information as name, address, ID, phone number of a beneficiary in case of death during the consultancy. Documents to certify this info will be required in case you were selected for the consultancy. Please refer to **Annex 5**.
- **2.4 Health Statement:** Self-declaration to be made and signed by the consultants to confirm that they are in good health and have the necessary insurance coverage and inoculations. It does not require a doctor to sign. A copy of proof of insurance MUST be attached to this form. Please refer to Annex 6.

Please note: Email size should not exceed 4 Mb.

3. FINANCIAL PROPOSAL

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

Travel;

<u>All envisaged travel costs must be included in the financial proposal</u>. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

4. EVALUATION

For detailed information, please refer to Annex 4.

ANNEXES

- **ANNEX 1- TERMS OF REFERENCES (TOR)**
- ANNEX 2- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY
- ANNEX 3- MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL TERMS AND CONDITIONS
- **ANNEX 4- EVALUATION CRITERIA**
- **ANNEX 5- DECLARATION OF BENEFICIARY**
- **ANNEX 6 STATEMENT OF HEALTH**

TERMINOS DE REFERENCIA

UNITED NATIONS DEVELOPMENT PROGRAMME



TERMINOS DE REFERENCIA

CLUSTER: INFOSEGURA

A. INFORMACION GENERAL

Titulo: Consultoria en Desarrollo de BOT para chat (Chatbot developer) en seguridad ciudadana, jusiticia y desarrollo.

Proyecto: Gestión de la Información basada en evidencia para la toma de decisiones en Centro América y República

Dominicana.

Award/output: 000080822-000090392 Tipo de Contrato: Contrato Individual

Lugar de trabajo: Home-based

Fecha estimada de inicio: March 2021

Duración: 3 meses

B. DESCRIPCION DEL PROYECTO O ANTECEDENTES

PNUD Infosegura es un proyecto regional especializado en fortalecer las capacidades institucionales para lagestión de información sobre seguridad ciudadana que trabaja en Centroamérica y República Dominicanadesde 2014, con el apoyo de la Agencia Internacional para el Desarrollo de los Estados Unidos de América(USAID).

En coordinación con las oficinas de país se brinda apoyo estratégico y técnico para desarrollar y mejorar la producción de datos, análisis multidimensional, uso de información en política pública y comunicación estratégica. Este trabajo se brinda en tres grandes líneas de servicios: fortalecimiento de las arquitecturas institucionales para la gestión de información sobre seguridad ciudadana con perspectiva degénero y derechos humanos; implementación de nuevas tecnologías e innovación en los procesos y servicios; y comunicación estratégica con productos de conocimiento, todas tres dimensiones de aceleración para el cumplimiento de la agenda 2030.

PNUD-Infosegura ha construido sobre la experiencia y presencia del PNUD/RBLAC enlaregión,logrando apoyo y asociacion con las principales instituciones del Estado y sociedad civil enfocadas en la prevención y atención de la violencia e inseguridad. Se han articulado esfuerzos con los ministerios y técnicos institucionales a cargo de la gestión de la información en los países (policías nacionales, organismos judiciales, ministerios públicos y fiscalías, medicinas forenses, observatorios, grupos de coordinación interinstitucional y centros de análisis en Seguridad y convivencia).

Algunos de los resultados más representativos, son el portal de transparencia de la Policía Nacional Civil de El Salvador, Sistema de Alerta de Violencia en Educación(SALVE) de El Salvador, el Sistema integrado de información para Políticas de Convivencia y Seguridad Ciudadana de Honduras, Sistema Integrado de Información para la Prevención de la Violencia

(SIPREVI) de Guatemala, Belize Crime Observatory, entre otros procesos y herramientas de gestión implementadas en 6 países, con 45 institucionales gubernamentales y diversas organizaciones de la sociedad civil y centros académicos. PNUD Infosegura facilita el intercambio deconocimiento y experiencias a escala regional, así como también la construcción de puentes entre gobiernos ysociedad civil. En esta línea, se apoyó a redes de conocimiento nacionales y regionales, como la ComisiónTécnica Interinstitucional sobre Estadísticas de Convivencia y Seguridad Ciudadana (COMESCO) en Costa Rica, y la Red regional de Conocimiento sobre Seguridad Ciudadana(CONOSE), agrupando a17 instituciones académicas de11 países.Durante la pandemia de la COVID 19, se puso énfasis en la lectura multidimensional de la crisis, desde la perspectiva de la seguridad ciudadana, con foco en poblaciones vulnerables por sexo, edad, territorio, y otras segregaciones disponibles en cada caso, en ruta hacia la reconstrucción en condiciones de seguridad perfilando factores de riesgos y vulnerabilidades. En la actualidad, las oficinas de campo del PNUD han remarcado reiteradas solicitudes de los Gobiernos de LAC en torno a apoyos en políticas e intervenciones basadas enevidencias, en gestión de información y apoyo técnico a lo largo de la cadena de gestión de información y,específicamente,solicitudes con foco en territorialización, focalización, priorización y análisis especializado. El PNUD ha venido implementando una estrategia de innovación en temas de gestión de información a travésde InfoSegura, y es en este marco que se propone implementar un proyecto para configurar una plataformade chat bot en seguridad ciudadana y justicia, con marco en el SDG16+ (SDG1,3,5,11,16,17). Para brindar respuesta a esta necesidad, se propone una consultoría individual para el diseño y desarrollo dechatbot, para crear una plataforma de preguntas y respuestas vía chat que pueda ampliarse y mejorarse paralas funciones y habilidades del PNUD, con foco en SDG16 y su relación con seguridad ciudadana, prevención,cohesión social entre otros.

C. OBJETIVOS DE LA CONSULTORIA

Objetivo general: Diseñar y desarrollar un chatbot para crear una plataforma de chatbot que pueda ampliarse y mejorarse para las funciones y habilidades del PNUD en esta área, con foco en SDG16+ (SDG 1, 3,5,11, 16, 17) y su relación con seguridad ciudadana, prevención, cohesión social entre otros.

D. ALCANCE DE LOS SERVICIOS

Se propone implementar un proyecto para configurar una plataforma de chatbot en seguridad ciudadana yjusticia, con marco en el SDG16+, en donde se permita la función de chatbot pensado para usuarios, quienestengan preguntas sobre la seguridad ciudadana, la confianza institucional, la prevención entre otros; esta función se espera tenga incluida la capacidad de respondera las preguntas de los usuarios mediante la base de conocimientos generales, integrando indicadores y fuentes de datos ya existentes en el proyecto, ayudando a los usuarios a obtener la información correcta. Se espera que la plataforma sea extensible que permita a diferentes grupos de usuarios de información en seguridad ciudadana, proporcionando contenido adicional ydesarrollo denuevashabilidadespara elbotenelfuturo.

La persona se encargará de:

- El diseño y desarrollo de arquitectura del Bot, integración dedatos asociados y Q&A relacionado para el Nodo.
- Configurar el entorno de Node JS para el desarrollo de bots que incorpora el ejecutor de tareas automatizado, prueba unitaria, registro ded epuración yr egistro de información aprovechando los servicios de Azure;
- Desarrollar la lógica del chatbot con pruebas unitarias continuas y documentación para entregar la funciónbot
- •Desarrollo de entregables para aprovechamientos ubregional:
- O Plataforma de desarrollo de chat bot de función completa en Node JS;
- O Un chatbot funcional que puede proporcionar respuestas a la consulta del usuario y distinguir entre el usuarioi nterno y el usuarioe xterno, pensada en mejora de consulta del ciudadano a temas de seguridad, atención en seguridad, agenda ODS.
- Coordinará con las oficinas de país, las instituciones y organizaciones de sociedad civil con las que elproyectomantienerelacióna finde identificar eincorporardatos deinterés.
- Mantendrá sesiones online con el equipo de PNUD-Infosegura para obtener los insumos necesarios paradefinirlos nodos JS y otras aplicaciones propias de la consultoría.
- Proporcionarán servicios de VSTS, incluidos Code Repo, compilación en vivo y entorno de pruebas de preproducción.
- Tendrá como responsabilidades adicionales desarrollo y acompañamiento de presentaciones para reuniones de alto nivel, producir diseños simples de mensajes o insumos web para redes, alinearse con los mensajes de comunicación del proyecto, de PNUD, y de USAID de cara a apoyar la visibilidad de los resultados yl os esfuerzos transformadores en conjunto.

E. ARREGLOS INSTITUCIONALES

Los resultados serán revisados y aprobados por Coordinador del Proyecto Regional Infosegura. Para este efecto, se les proporcionará un borrador dEcada product para su revisión antes de la finalización. Plazo estimado para que el PNUD examine los productos, dé observaciones, certifique la aprobación/aceptación de los productos:10 días después de la presentación del producto. La incorporación o cambios deben efectuarse en el plazo que el PNUD requiera y acuerde por escrito con el/la contratista. De ser necesario para el desarrollo de los productos contemplados en estos Términos de Referencia, el/la contratista podrá establecer comunicación con las partes interesadas del proyecto, incluyendo otros equipos/personas del Centro Regional, de las oficinas de país y de la sede del PNUD.

F. DURACION PREVISTA DEL TRABAJO

El trabajo tendrá una duración de 3 meses, ajustables al cronograma resultado del proceso.

G. LUGAR DE REALIZACION DEL TRABAJO

La persona consultora /institución podrá tener su sede en cualquier parte del mundo. La modalidad para el desarrollo de esta consultoría será online en todas sus etapas (diseñoeimplementación) y en las horas hábiles de Centroamérica (GMT-6). La persona / institución consultora deberá trabajar directamente con el equipo de analistas designado por Infosegura, a quien informará sobre los avances del trabajo, y quien estará a su disposición para guiarle en la realización del trabajo. El consultor trabajará bajo la dirección y supervisión directa del coordinador regional del proyecto y la especialista de tecnologías de la información y será responsable del cumplimiento de los resultados especificados anteriormente.

H. CALIFICACIONES/EXPERIENCIA

Para la selección de las ofertas se tomará en cuenta:

| Criterio | Puntaje |
|--|------------|
| Formación profesional: | |
| Licenciatura en Informatica o equivalente15 puntos | |
| Certificación o especialización en desarrollo de plataformas web5 puntos | 20 puntos |
| Experiencia: | |
| Al menos 3 (tres) años de experiencia en desarrollo anticipado de JavaScript/Type Script | |
| 30 puntos | 40 puntos |
| De 4 a 5 años 35 puntos | то ратесо |
| A partir de 6 años40 puntos. | |
| Al menos un (1) año de experiencia en desarrollo anticipado de Node JS 15 puntos | |
| De 2 (dos) años en adelante20 puntos | 20 puntos |
| Al menos una (1) experiencia en el marco de chatbot en los | |
| ultimos 3 años 8 puntos | 10 puntos |
| A partir de 2 experiencias10 puntos | • |
| Al menos 2 experiencias en la implementación de plataformas de pruebas | |
| automatizadas y pruebas unitarias, comprobables a traves de cartas de empresas o | 5 puntos |
| copia de contratos anteriores; | • |
| Fluidez en ingles hablado y escrito 5 puntos | 5 puntos |
| Total | 100 puntos |

Total 100 puntos

I. RESULTADOS ESPERADOS Y ENTREGABLES/ PRODUCTOS

| Productos | Tiempo estimado para completar la tarea | % Pago | Fechas de vencimiento | Revision y aprobación requerida |
|--|--|--------|--------------------------|--|
| Producto 1: Perfil de los nodos de chat esperados, diseño preliminar de arquitectura del Bot, integración de datos asociados y Q&A relacionado para el Nodo JS. | 1 mes | 20% | Mensual | Coordinadora Regional. El pago se realizara en function de la entrega de los productos y se efectuara tras el satisfactorio cumplimiento del trabajo asignado, en los tiempos propuestos y aprobados por el PNUD, detallados en el cronograma final a preparar por el consultor. |
| Producto 2: Desarrollo del Bot, integración de datos asociados y Q&A relacionado para el NodoPlataforma de desarrollo de chatbot de función completa en Node JS;-Piloto y pruebas de pre-producción del chatbot y estructura de Q&A. 1 chatbot funcional que puede proporcionar respuestas a la consulta del usuario y distinguida entre el usuario interno y el usuario externo. | 2 | 40% | Mensual | Coordinadora Regional. El pago se realizara en function de la entrega de los productos y se efectuara tras el satisfactorio cumplimiento del trabajo asignado, en los tiempos propuestos y aprobados por el PNUD, detallados en el cronograma final a preparar por el consultor. |
| Producto 3: Informes final y recomendaciones para futuras herramientas tipo BOT. | 2 meses | 40% | Mensual | Coordinadora Regional. El pago se realizara en function de la entrega de los productos y se efectuara tras el satisfactorio cumplimiento del trabajo asignado, en los tiempos propuestos y aprobados por el PNUD, detallados en el cronograma final a preparar por el consultor. |
| TOTAL | | 100% | | |

J. PRESENTACION RECOMENDADA DE LA PROPUESTA Y OTRA INFORMACION RELEVANTE

Documentacion a enviar:

- Aplicantes interesados deberan someter su P11 o CV, indicando toda la experiencia pasada, Educacion/Calificaciones y certificaciones profesionales.
- Aplicantes deberan someter el Anexo II "Offeror's letter to UNDP" completado y firmado, confirmando su interes y disponibilidad para la tarea.

El consultor seleccionado tendrá la obligación de:

- 1. Antes de iniciar cualquier viaje, obtener los permisos de seguridad para viajar a los paises donde se requerirán los permisos. Estos permisos pueden obtenerse en at www.undss.org.
- 2. Tener el contrato firmado por UNDP y el consultor antes de empezar el trabajo o embarcarse en algun viaje laboral. Si el experto viaja y empieza el trabajo sin tener un contrato firmado, lo hace a su propio riesgo y responsabilidad.
- 3. Todo el trabajo recopilado y los entregables producidos por el expert son propiedad del PNUD. El experto debera obtener permiso por escrito de parte del PNUD para usar todo o parte de estos documentos para otra consultoria similar.

K. ANEXOS

ANEXO 1- TERMS OF REFERENCES (TOR)

ANEXO 2- OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY

ANEXO 3- MODEL OF INDIVIDUAL CONSULTANT CONTRACT & GENERAL TERMS AND CONDITIONS

ANEXO 4- EVALUATION CRITERIA

ANEXO 5- DECLARATION OF BENEFICIARY

ANEXO 6 – STATEMENT OF HEALTH

Date _____

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

| Uni | ar Sir/Madam ited Nations Development Programme gional Hub for Latin America and the Caribbean |
|------|---|
| Dea | ar Sir/Madam: |
| l he | ereby declare that: |
| A) | I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of 18354-2021 Consultoria en Desarrollo de BOT para chat under the Gestión de la información basada en evidencia para la toma de decisiones en Centro America y Republica Dominicana. |
| 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. |
| E) | I hereby propose to complete the services based on the following payment rate: |
| | 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 <i>[state name of company/organization/institution]</i> 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 hereb | y confirm that [check all | that applies]: | | | | | |
| | | At the time of this subr | | no active Individual Cont | ract or any form | n of engagement | | |
| | | I am currently engage | d with UNDP ar | nd/or other entities for the | e following wor | k: | | |
| | | Assignment | Contract Type | UNDP Business Unit / Name of Institution/Company | Contract Duration | Contract Amount | | |
| | | | | | | | | |
| | | I am also anticipating which I have submitted | | e following work from UI | NDP and/or oth | er entities for | | |
| | | 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.

| internation | on your relatives employed by onal organization? | • | |
|-----------------------------|---|---|---------------------------------------|
| YES | NO If the answer is "ye | s", give the following info | rmation: |
| | Name | Relationship | Name of International Organization |
| | | | |
| | | | |
| P) Do you YES | have any objections to our making | enquiries of your present | employer? |
| , | now, or have you ever been a perm NO If answer is "yes", | • | r government's employ? |
| R) REFERE qualificat | ENCES: List three persons, not retions. | elated to you, who are t | familiar with your character and |
| | Full Name | Full Address | Business or Occupation |
| | | | |
| | | | |
| | | | |
| | u been arrested, indicted, or summed, fined or imprisoned for the violation NO If "yes", give full | | minor traffic violations)? |
| to the best of on a Persona | he statements made by me in answ my knowledge and belief. I unders al History form or other document re e contract or special services agree | tand that any misrepreser equested by the Organiza | ntation or material omission made |
| DATE: | | SIGNATURE | : |
| above. Do no | be requested to supply documentantly, however, send any documentary submit the original texts of referen INDP. | y evidence until you have | been asked to do so and, in any |
| Annexes | s [please check all that applies]: | | |
| | shall include Education/Qualification | ation, Processional Cer | tification, Employment Records |
| Brea | akdown of Costs Supporting the F | inal All-Inclusive Price | as per Template |
| Brie | ef Description of Approach to Work | (if required by the TOR) | |

BREAKDOWN OF COSTS¹ SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A) Breakdown of Cost by Deliverables*

| Deliverables | Percentage of Total Price (Weight for payment) | Amount [Currency] |
|--|--|----------------------|
| 1. Producto 1: Perfil de los nodos de chat esperados, diseño preliminar de arquitectura del Bot, integración de datos asociados y Q&A relacionado para el Nodo JS. | 20% | |
| Producto 2: Desarrollo del Bot, integración de datos asociados y Q&A relacionado para el NodoPlataforma de desarrollo de chatbot de función completa en Node JS;-Piloto y pruebas de pre-producción del chatbot y estructura de Q&A. 1 chatbot funcional que puede proporcionar respuestas a la consulta del usuario y distinguida entre el usuario interno y el usuario externo. | 40% | |
| Producto 3: Informes final y recomendaciones para futuras herramientas tipo BOT. | 40% | |
| Total | 100% | USD |

^{*}Basis for payment tranches

B) Breakdown of Cost by Components:

| Cost Components | Unit Cost | Quantity | Total Rate for the |
|---|-----------|----------|--------------------|
| | | | Contract Duration |
| I. Personnel Costs | | | |
| | | | |
| Professional Fees | | | |
| Life Insurance | | | |
| Medical Insurance | | | |
| Communications | | | |
| Land Transportation | | | |
| Others (pls. specify) | | | |
| | | | |
| II. Travel ² Expenses to Join duty station | | | |
| Round Trip Airfares to and from duty station | | | |
| Living Allowance | | | |
| Travel Insurance | | | |
| Terminal Expenses | | | |
| Others (pls. specify) | | | |
| | | | |
| III. Duty Travel | | | |
| Round Trip Airfares | | | |
| Living Allowance | | | |

¹ The costs should only cover the requirements identified in the Terms of Reference (TOR) ² Travel expenses are not required if the consultant will be working from home.

| Travel Insurance | | |
|-----------------------|--|--|
| Terminal Expenses | | |
| Others (pls. specify) | | |

UNITED NATIONS DEVELOPMENT PROGRAMME



Contract for the services of an Individual Contractor

| | | | | | | | | No | |
|---|---|--|------------------------------|-------------------------------|-------------------------|--|----------------------------------|------------------------|--|
| This Contract is entered into on [insert dat | e] between the (hereinafter | | tions l | Develop as | oment "the | Programme Individual | (hereinafter re Contractor" | | s "UNDP") a address |
| WHEREAS UNDP desires to engage the ser | vices of the Ind | lividual Con | tracto | r on the | terms | and conditio | ns hereinafter | set forth, an | d: |
| WHEREAS the Individual Contractor is read | ly and willing t | o accept this | s Cont | ract wit | th UN | DP on the said | d terms and co | nditions, | |
| NOW, THEREFORE, the Parties hereby agr | ee as follows: | | | | | | | | |
| 1. Nature of services The Individual Contractor shall perform the attached hereto as <i>Annex I</i> in the following I | | | | | | | | | Contract and a |
| 2. Duration This Individual Contract shall commence on Reference mentioned above, but not later that is subject to the General Conditions of Contand are attached hereto as <u>Annex II.</u> | an [insert date], | unless soon | er teri | minated | l in ac | cordance with | the terms of t | his Contrac | t. This Contr |
| | | | | 41 41- | e term | s of this Cont | ract, including, | unless othe | |
| nis/her travel to and from the Duty Station(s) n the Duty Station(s), UNDP shall pay the Payments shall be made following certificati | , any other trav Individual Cor on by UNDP th | el required intractor a to at the service | n the f tal of es rela | fulfillme [currenated to e | ent of cy] each D | in ac eliverable, as | cordance with | the table s | living expense et forth below |
| As full consideration for the services perform his/her travel to and from the Duty Station(s) in the Duty Station(s), UNDP shall pay the cayments shall be made following certification performed and the Deliverables have been as | , any other trav Individual Cor on by UNDP th | el required intractor a to at the service | n the f tal of es rela | fulfillme [currenated to e | ent of cy] each D | in ace in | cordance with | the table sow, have be | living expense et forth below |
| As full consideration for the services perform his/her travel to and from the Duty Station(s) in the Duty Station(s), UNDP shall pay the Payments shall be made following certification performed and the Deliverables have been as | , any other trav Individual Cor on by UNDP th chieved by or be | el required intractor a to at the service | n the f tal of es rela | fulfillme [currenated to e | ent of cy] each D | in ace in | ccordance with described belo | the table sow, have be | living expense et forth belov en satisfactor |

4. Rights and Obligations of the Individual contractor

bank to effect the payment(s).

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its

³ For payments which are not output-based lump sum, indicate the maximum number of working days/hours/units, any out of pocket expense (travel, per diem...) and the corresponding fee/cost in the Deliverable (s) table.

| 5. Beneficiary | |
|--|--|
| | as beneficiary of any amounts owed under this Contract in the event of death of th |
| • • | eunder. This includes the payment of any service-incurred liability insurance attributable to the |
| performance of the services for UNDP. | |
| | f beneficiary: |
| Mailing address, email address and phone number o | f emergency contact (if different from beneficiary): |
| IN WITNESS WHEREOF, the Parties hereto have of | executed this Contract. |
| the General Conditions of Contracts for Individent hereto in Annex II which form an integral part of of conduct set forth in the Secretary-General's from Sexual Exploitation and Sexual Abuse" and and Duties of Officials other than Secretariat Officials | acknowledge and agree that I have read and accept the terms of this Contract, including lual contractors available on UNDP website at www.undp.org/procurement and attached this Contract, and that I have read and understood, and agree to abide by the standard bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Right icials, and Experts on Mission", and UNDP's policy on "Harassment, Sexual Harassment in the Programme and Operations Policies and Procedures. |
| ☐ The Individual Contractor has submitted a Statem | ent of Good Health and confirmation of immunization. |
| AUTHORIZING OFFICER: United Nations Development Programme | INDIVIDUAL CONTRACTOR: |
| Name; | Name; |
| Signature; | Signature; |
| Date; | Date; |



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:

- (a) 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.
- (b) Prohibition of Sexual Exploitation and Abuse, and Sexual Harassment: Without limitation

to the terms set forth in (a) above, 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 ("SEA"), as defined in that bulletin. Moreover, and without limitation to the application of other regulations, rules, policies and procedures, bearing upon the performance of the activities under the Contract, the Individual Contractor shall comply with the standards of conduct stated in UNDP's policy on "Harassment, Sexual Harassment, Discrimination, and Abuse of Authority" set forth in the Programme and Operations Policies and Procedures.

In the performance of the Contract, should sufficient information of prohibited conduct including but not limited to sexual harassment ("SH"), and/or SEA, against the Individual Contractor be brought to UNDP's attention, UNDP shall commence an investigation into the Individual Contractor's conduct in this regard in accordance with UNDP regulations, rules, policies and procedures. Should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of this Individual Contract, even after the expiry or termination of the Individual Contract, where such prohibited conduct involves SH or SEA, the Individual Contractor's name will be placed into an internal United Nations' database which may affect the Individual Contractor's ability to work with/for the United Nations System in any capacity in the future.

(c) The Individual Contractor acknowledges and agrees that any breach of any of the provisions set forth in Article 2 (a) and (b) 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 donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual Contractor.
- 12. **FORCE MAJEURE**; **OTHER CHANGES IN CONDITIONS**: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual Contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual

Contractor is thereby rendered unable, wholly or in part, to perform 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 Co n t r a c t, 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.

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.

EVALUATION MATRIX

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

The award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

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

Only candidates obtaining a minimum of 70 point would be considered for the Financial Evaluation

1. Technical Evaluation

Only candidates who reach a minimum of 56 points and achieve the 3 highest scores after the evaluation of technical criteria will be considered RESPONSIVE and will continue to the interview and the final stage of financial evaluation of proposals.

| Criterio | Puntaje |
|--|-----------|
| Formación profesional: | |
| Licenciatura en Informatica o | |
| equivalente15 puntos | 20 puntos |
| Certificación o especialización en desarrollo de plataformas web5 puntos | |
| Experiencia: | |
| Al menos 3 (tres) años de experiencia en desarrollo anticipado | |
| de JavaScript/Type Script30 puntos | 40 puntos |
| De 4 a 5 años | |
| A partir de 6 años 40 puntos. | |
| Al menos un (1) año de experiencia en desarrollo anticipado | |
| de Node JS15 puntos | |
| | 20 puntos |
| De 2 (dos) años en adelante20 puntos | |
| Al menos una (1) experiencia en el marco de chatbot en los | |
| ultimos 3 años8 puntos | 10 puntos |
| A partir de 2 experiencias10 puntos | |
| Al menos 2 experiencias en la implementación de | |
| plataformas de pruebas automatizadas y pruebas unitarias, | 5 puntos |

| comprobables a traves de cartas de empresas o copia de | |
|--|----------|
| contratos anteriores; 5 puntos | |
| Fluidez en ingles hablado y escrito 5 puntos | 5 puntos |

2. FINANCIAL EVALUATION OF PROPOSALS

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal (daily rate offered). All other price proposals receive points in inverse proportion.

$$p = y (\mu/z)$$

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

DESIGNATION OF BENEFICIARY FOR IC CONTRACT



| | citizen, with personal identity document No as my beneficiary, in case of injury, disability or |
|----------------------------------|--|
| death during the service perio | d and contract, to receive all the amounts pending due in of the Contract signed with the United Nations Development |
| Program (UNDP). | |
| Full details of the beneficiary: | |
| Full Name: | |
| ID: | |
| Address: | |
| Phone Number: | |
| Email: | |
| | |
| Note: a copy of the beneficiary | 's personal identity document must be attached. |
| | |
| Consultant's Signature: | |
| Date: | |

ANNEX 6



STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS

| Resilient no | ations. |
|---|--------------|
| Name of Consultant/Individual Contractor: | |
| Last Name, First Name | |
| Statement of Good Health | |
| | |
| n accordance with the provisions of Clause 5 of the <u>General Terms & Conditions for Incontractors</u> , I am submitting this statement to certify that I am in good health and take full responsible accuracy of this Statement. I am aware that information pertaining to inoculation requirements of official travel to countries can be referred to at http://www.who.int/ith . | sibility for |
| certify that my medical insurance coverage is valid for the period from to (if applicable) | |
| certify that my medical insurance covers medical evacuations at Duty Station(s): Duty Station (s): Duty Stations: "B through E". Duty stations with "A" or "H" do not require medical evacuation cover | |
| The name of my medical insurance carrier is: | |
| Policy Number: | |
| elephone Number of Medical Insurance Carrier: | |
| A copy of proof of insurance MUST be attached to this form. | |
| | |
| Signature of Consultant/Individual Contractor Date | |
| his statement is only valid for Consultant/Individual Contractor Contract No. | |
| Signature of Officer Supervising the Contract Name | |
| Duein and Heit | |
| Business Unit | |