

# INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 3<sup>rd</sup> June 2022  
Ref: UNDP-IC-2022-197

**Country:** Pakistan

**Description of the assignment:** Services of Individual Contractor to provide technical assistance in the development of the Rule of Law Roadmap for Khyber Pakhtunkhwa including the Newly Merged Districts (NMDs)

**Project name:** Strengthening Rule of Law for Peaceful, Just and Inclusive Societies in Pakistan (Amn-o-Insaf)

**Period of assignment/services (if applicable):** The outputs/ deliverables and aligned activities mentioned in the ToR must be completed with a period of 12 months. Expected start date 1 July 2022, and end date 30 June 2023.

**Location:**

The IC is home-based but will be required to travel to UNDP Sub-Office Peshawar and Tribal Affair Department, relevant ROL institutions in KPK on need basis for meeting and consultations

**Please submit your Technical and Financial proposals to the following Email Address:**

[bids.pk@undp.org](mailto:bids.pk@undp.org); no later than **17<sup>th</sup> June 2022 at 12:30 PM Pakistan Standard Time**

**Kindly write the following on Email Subject line "UNDP-IC-2022-197- Individual Contractor to provide technical assistance in the development of the Rule of Law Roadmap for Khyber Pakhtunkhwa including the Newly Merged Districts (NMDs)"**

**Important note for email submissions:** Please put **"UNDP-IC-2022-197- Individual Contractor to provide technical assistance in the development of the Rule of Law Roadmap for Khyber Pakhtunkhwa including the Newly Merged Districts (NMDs)"** in the subject line. Further, our system will not accept emails those are more than 10 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated

emails please use sequence of emails like Email 1, Email 2 ... in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

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

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## 1. BACKGROUND

UNDP has a global mandate to support governments in strengthening security and justice sector governance) and has extensive experience in providing strategic advice and assistance in this regard in a range of countries and contexts globally.

UNDP Country Office in Pakistan is working to strengthen the rule of law and to ensure equal access to justice particularly for women and marginalized groups under its Rule of Law Programme across Pakistan in Khyber Pakhtunkhwa (KP) including the newly merged districts (NMDs), Balochistan, and Islamabad Capital Territory (ICT). Working in close collaboration with a range of government rule of law and justice sector institutions, the overall programme of work aims to enhance and sustain peace and stability for the longer- term in Pakistan.

As such, strengthening the rule of law and law enforcement capacities for responsive, accountable and efficient service delivery to all populations in Pakistan is a key priority work strand of the UNDP Pakistan Rule of Law Programme and involves supporting a range of initiatives in this regard in the Khyber Pakhtunkhwa province including the Newly Merged Districts (NMDs).

Against this backdrop, with generous funding from the European Union (EU) UNDP is implementing a multi-year programme of work to improve the rule of law and advance equal access to justice particularly for women and marginalized groups in KP including the NMDs, Balochistan, and Islamabad Capital Territory (ICT). UNDP's key project implementing partners are UN Women, UNODC, and a range of rule of law/justice government institutions and interlocutors in the target locations.

Supporting the KP Provincial Government authorities to undertake a comprehensive review and update the existing KP Rule of Law Road Map for next five years (2023-2027) as well as addition of the NMDs within the broader KP Road Map is one of the key priorities. UNDP will undertake this work in partnership with the KP Provincial Government.

The KP Rule of Law Roadmap including the new addition of the NMDs will inform the rule of law, justice and security sector reform efforts of the KP province going forward, while also guiding the direction of travel of its important reform process across all relevant institutions/ entities in the security and justice sector in the province. i.e., the judiciary, police, directorate of prosecution, inspectorate of prisons, directorate of reclamation and probation, KP Bar Council, law and human rights department, and the home department.

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

The selected consultant will deliver the following outputs/ deliverables, working in close partnership with UNDP, H&TAD of the KP Provincial Government and a range of relevant rule of law and justice institutions i.e. the judiciary, police, prosecution, reclamation and probation, prisons, Bar Council and law and human rights departments.

1. Develop methodology and a detailed work plan with corresponding timelines against all deliverables/ outputs of the for the overall assignment and update monthly. It must also include

the list of stakeholders identified for interviews/ meetings and focus groups discussions/ workshops below.

2. Undertake a comprehensive desk review of the existing Roadmaps in Sindh, Balochistan and Gilgit Baltistan provinces, of Pakistan and develop an inception report highlighting key findings and recommendations. The inception report template must be developed in consultation with UNDP. The desk research will also involve review of available literature, data/information already collected by the UNDP team rule of law experts as preparatory work.

3. Develop stakeholder interview/ meeting questionnaires and focus group meetings/ workshop questionnaires and agendas in close consultation with UNDP Rule of Law team experts.

4. Develop outlines/ templates for the revised/ updated Road Map and the new Chapter on NMDs with specific focus on gender empowerment and social inclusion, seek input from UNDP, H&TAD and selected number of rule of law and justice institutions, relevant UN agencies and the European Union (EU) and finalise the same.

5. Undertake 8 number of interviews/ one- to- one meetings with afore mentioned key stakeholders and conduct and facilitate 8 focus group discussions and a workshop to seek broader feedback from all key stakeholders to inform the Road Map review, update and Road Map development including NMDs part.

6. Draft a report on key findings and recommendations from the stakeholder interviews/ meetings and focus group discussions / workshops on a template agreed in advance with UNDP.

7. Through comprehensive analysis and incorporating the desk review and stakeholder interviews/ meetings and focus group discussions/ workshops findings and recommendations:

- Review the existing Rule of Law Road Map and revise/ update
- Develop the new KP Rule of Law Road Map including NMDs

Using the templates already developed in consultation with UNDP (Also see above)

8. Seek feedback and suggestions from UNDP and H&TAD and finalise the revised/updated Rule of Law Road Map including NMDs.

9. Provide technical support to the KP H&TAD and judiciary, police, prosecution, reclamation and probation, prisons, bar council and law and human rights department to develop their departmental Road Map Implementation Plans i.e. total of approximately 8 Implementation Plans.

10. Provide technical assistance to draft Terms of References (TORs) for the Departmental Working Committees that will be established to oversee the implementation of the Road Map at departmental level.

NOTE: The activities must be planned in close coordination with the UNDP. All outcome documents/ deliverables must be vetted by UNDP and H&TAD of KP. The consultant is expected

to revise and update the deliverables in accordance with the feedback provided by UNDP and H&TAD of KP.

### **EXPECTED OUTPUTS/DELIVERABLES AND TIMEFRAME:**

Under the overall supervision of UNDP Rule of Law Programme Manager, and in close coordination with Judicial Focal Point & Courts Specialist, the selected consultant is expected to deliver the following outputs/ deliverables.

The selected consultant is also required to make him/ herself available to attend remote/ virtual meetings / discussions via skype/ zoom or other relevant modality for planning meetings/ feedback meetings convened by the Programme Specialist Rule of Law and Judicial Focal Point & Courts Specialist.

<b>Deliverables/ Outputs</b>	<b>Estimated timeline</b>	<b>Locations</b>
1. Develop methodology and a detailed work plan with corresponding timelines against all deliverables/ outputs of the for the overall assignment and update monthly. It must also include the list of stakeholders identified for interviews/ meetings and focus groups discussions/ workshops below.	July 2022	Homebased, UNDP office KP, H&TAD KP
2. Undertake a comprehensive desk review of the existing Roadmaps in Sindh, Balochistan and Gilgit Baltistan provinces of Pakistan and develop an inception report highlighting key findings and recommendations. The inception report template must be developed in consultation with UNDP. The desk research will also involve review of available literature, data/information already collected by the UNDP team rule of law experts as preparatory work.	August 2022	Homebased, UNDP office KP, H&TAD KP
3. Develop stakeholder interview/ meeting questionnaires and focus group meetings/ workshop questionnaires and agendas in close consultation with UNDP Rule of Law team experts.	September 2022	Homebased, UNDP office KP, H&TAD KP and relevant ROL institutions
4. Develop outlines/ templates for the revised/ updated Road Map with specific focus on gender empowerment and social inclusion, seek input from UNDP, H&TAD and selected number of rule of law and justice institutions, relevant UN agencies and the European Union (EU) and finalise the same.	October 2022	Homebased, UNDP office KP, H&TAD KP, relevant ROL institutions
5. Undertake 8 number of interviews/ one- to- one meetings with afore mentioned key stakeholders and conduct and facilitate 8 focus group discussions and a workshop to seek broader feedback from all key stakeholders to inform the Road Map review, update and Road Map development including NMDs part.	November/December 2022	Homebased, UNDP office KP, H&TAD KP Homebased, UNDP office KP, H&TAD KP
6. Draft a report on key findings and recommendations from the stakeholder interviews/ meetings and focus	January 2023	Homebased, UNDP office KP, H&TAD KP

<p>group discussions / workshops on a template agreed in advance with UNDP.</p> <p>7. Through comprehensive analysis and incorporating the desk review and stakeholder interviews/ meetings and focus group discussions/ workshops findings and recommendations:</p> <ul style="list-style-type: none"> <li>- Review the existing Rule of Law Road Map and revise/ update</li> <li>- Develop the new KP Rule of Law Road Map including NMDs</li> </ul> <p>Using the templates already developed in consultation with UNDP (Also see above)</p> <p>8. Seek feedback and suggestions from UNDP and H&amp;TAD and finalise the revised/updated Rule of Law Road Map including NMDs.</p> <p>9. Provide technical support to the KP H&amp;TAD and judiciary, police, prosecution, reclamation and probation, prisons, bar council and law and human rights department to develop their departmental Road Map Implementation Plans i.e., total of approximately 8 Implementation Plans.</p> <p>10. Provide technical assistance to draft Terms of References (TORs) for the Departmental Working Committees that will be established to oversee the departmental implementation part of the KP Rule of Law Roadmap.</p>	<p>February/March 2023</p> <p>April 2023</p> <p>May 2023</p> <p>June 2023</p>	<p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p>
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## 6. Eligibility and Qualifying Criteria

- Advanced university degree (Master's degree or equivalent) in subjects related to law political science or other relevant subject matter areas.
- Fifteen (15) years of professional experience in the rule of law or/ and justice sectors of which at least seven (07) years professional experience in the Khyber Pakhtunkhwa Province including the Newly Merged Districts is essential.
- Strong understanding of and knowledge of the Pakistan rule of law and justice systems is essential.
- Minimum five (05) years of professional experience related to legal drafting will be an asset.
- Previous experience working with UN agencies in Pakistan will be an asset.
- Strong understanding of the political, socio- economic, security and rule of law dynamics in the Khyber Pakhtunkhwa province including the Newly Merged Districts is essential.
- Good understanding of gender responsive justice and rule of law service delivery, gender mainstreaming and related topics will be an asset.

## 7. EVALUATION

### CRITERIA FOR SELECTION OF THE BEST OFFER:

Individual consultants will be evaluated based on the following methodologies Cumulative analysis or Combined Scoring Method. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

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

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

Criteria	Score Weight	Points obtainable
Technical Competencies	70	
1) Advanced university degree (Master's degree or equivalent) in subjects related to law political science or other relevant subject matter areas.	YES/NO	
2) Fifteen (15) years of professional experience in the rule of law or/ and justice sectors of which at least seven (07) years professional experience in the Khyber Pakhtunkhwa Province including the Newly Merged Districts is essential.	YES/NO	
3) Strong understanding of and knowledge of the Pakistan rule of law and justice systems is essential.	15	
4) Minimum five (05) years of professional experience related to legal drafting will be an asset.	15	
5) Previous experience working with UN agencies in Pakistan will be an asset.	15	
Strong understanding of the political, socio- economic, security and rule of law dynamics in the Khyber Pakhtunkhwa province including the Newly Merged Districts is essential.	15	
Good understanding of gender responsive justice and rule of law service delivery, gender mainstreaming and related topics will be an asset.	10	

## ANNEX

- ANNEX I - TERMS OF REFERENCES (TOR)
- ANNEX II- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
- ANNEX III- PROPOSAL SUBMISSION FORM
- ANNEX IV- OFFEROR'S LETTER TO UNDP
- ANNEX V- FINANCIAL PROPOSAL
- ANNEX VI- Statement of Health (**This form will be required from recommended consultant before issuance of contract**)
- ANNEX VII- Updated P-11 FORM



**TERMS OF REFERENCE (TOR)****Consultancy to provide technical assistance in the development of the Rule of Law Roadmap for Khyber Pakhtunkhwa including the Newly Merged Districts (NMDs)****A. Project Title: Promoting Rule of Law and Enhancing the Criminal Justice System in Khyber Pakhtunkhwa including Newly Merged Districts and Balochistan****B. Project description**

UNDP has a global mandate to support governments in strengthening security and justice sector governance) and has extensive experience in providing strategic advice and assistance in this regard in a range of countries and contexts globally.

UNDP Country Office in Pakistan is working to strengthen the rule of law and to ensure equal access to justice particularly for women and marginalized groups under its Rule of Law Programme across Pakistan in Khyber Pakhtunkhwa (KP) including the newly merged districts (NMDs), Balochistan, and Islamabad Capital Territory (ICT). Working in close collaboration with a range of government rule of law and justice sector institutions, the overall programme of work aims to enhance and sustain peace and stability for the longer- term in Pakistan.

As such, strengthening the rule of law and law enforcement capacities for responsive, accountable and efficient service delivery to all populations in Pakistan is a key priority work strand of the UNDP Pakistan Rule of Law Programme and involves supporting a range of initiatives in this regard in the Khyber Pakhtunkhwa province including the Newly Merged Districts (NMDs).

Against this backdrop, with generous funding from the European Union (EU) UNDP is implementing a multi-year programme of work to improve the rule of law and advance equal access to justice particularly for women and marginalized groups in KP including the NMDs, Balochistan, and Islamabad Capital Territory (ICT). UNDP's key project implementing partners are UN Women, UNODC, and a range of rule of law/justice government institutions and interlocutors in the target locations.

Supporting the KP Provincial Government authorities to undertake a comprehensive review and update the existing KP Rule of Law Road Map for next five years (2023-2027) as well as addition of the NMDs within the broader KP Road Map is one of the key priorities. UNDP will undertake this work in partnership with the KP Provincial Government.

The KP Rule of Law Roadmap including the new addition of the NMDs will inform the rule of law, justice and security sector reform efforts of the KP province going forward, while also guiding the direction of travel of its important reform process across all relevant institutions/ entities in the security and justice sector in the province. i.e., the judiciary, police, directorate of prosecution, inspectorate of prisons, directorate of reclamation and probation, KP Bar Council, law and human rights department, and the home department.

**C. Objective**

UNDP therefore has identified the requirement to hire a qualified national consultant to provide technical advice and assistance to undertake a comprehensive review and update of the existing Rule of Law Road Map of KP including NMDs within the broader Road Map.

The selected consultant will work in close collaboration with UNDP Rule of Law Programme team and the Home & Tribal Affairs Department (H&TAD) of the KP Provincial Government and relevant rule of law and justice institutions.

## **D. Scope of work**

The selected consultant will deliver the following outputs/ deliverables, working in close partnership with UNDP, H&TAD of the KP Provincial Government and a range of relevant rule of law and justice institutions i.e. the judiciary, police, prosecution, reclamation and probation, prisons, Bar Council and law and human rights departments.

1. Develop methodology and a detailed work plan with corresponding timelines against all deliverables/ outputs of the for the overall assignment and update monthly. It must also include the list of stakeholders identified for interviews/ meetings and focus groups discussions/ workshops below.
2. Undertake a comprehensive desk review of the existing Roadmaps in Sindh, Balochistan and Gilgit Baltistan provinces, of Pakistan and develop an inception report highlighting key findings and recommendations. The inception report template must be developed in consultation with UNDP. The desk research will also involve review of available literature, data/information already collected by the UNDP team rule of law experts as preparatory work.
3. Develop stakeholder interview/ meeting questionnaires and focus group meetings/ workshop questionnaires and agendas in close consultation with UNDP Rule of Law team experts.
4. Develop outlines/ templates for the revised/ updated Road Map and the new Chapter on NMDs with specific focus on gender empowerment and social inclusion, seek input from UNDP, H&TAD and selected number of rule of law and justice institutions, relevant UN agencies and the European Union (EU) and finalise the same.
5. Undertake 8 number of interviews/ one- to- one meetings with afore mentioned key stakeholders and conduct and facilitate 8 focus group discussions and a workshop to seek broader feedback from all key stakeholders to inform the Road Map review, update and Road Map development including NMDs part.
6. Draft a report on key findings and recommendations from the stakeholder interviews/ meetings and focus group discussions / workshops on a template agreed in advance with UNDP.
7. Through comprehensive analysis and incorporating the desk review and stakeholder interviews/ meetings and focus group discussions/ workshops findings and recommendations:
  - Review the existing Rule of Law Road Map and revise/ update
  - Develop the new KP Rule of Law Road Map including NMDs

Using the templates already developed in consultation with UNDP (Also see above)

8. Seek feedback and suggestions from UNDP and H&TAD and finalise the revised/updated Rule of Law Road Map including NMDs.
9. Provide technical support to the KP H&TAD and judiciary, police, prosecution, reclamation and probation, prisons, bar council and law and human rights department to develop their departmental Road Map Implementation Plans i.e. total of approximately 8 Implementation Plans.
10. Provide technical assistance to draft Terms of References (TORs) for the Departmental Working Committees that will be established to oversee the implementation of the Road Map at departmental level.

NOTE: The activities must be planned in close coordination with the UNDP. All outcome documents/ deliverables must be vetted by UNDP and H&TAD of KP. The consultant is expected to revise and update the deliverables in accordance with the feedback provided by UNDP and H&TAD of KP.

## **E. Expected outputs and deliverables**

Under the overall supervision of UNDP Rule of Law Programme Manager, and in close coordination with Judicial Focal Point & Courts Specialist, the selected consultant is expected to deliver the following outputs/ deliverables.

The selected consultant is also required to make him/ herself available to attend remote/ virtual meetings / discussions via skype/ zoom or other relevant modality for planning meetings/ feedback meetings convened by the Programme Specialist Rule of Law and Judicial Focal Point & Courts Specialist.

Deliverables/ Outputs	Estimated timeline	Locations
1. Develop methodology and a detailed work plan with corresponding timelines against all deliverables/ outputs of the for the overall assignment and update monthly. It must also include the list of stakeholders identified for interviews/ meetings and focus groups discussions/ workshops below.	July 2022	Homebased, UNDP office KP, H&TAD KP
2. Undertake a comprehensive desk review of the existing Roadmaps in Sindh, Balochistan and Gilgit Baltistan provinces of Pakistan and develop an inception report highlighting key findings and recommendations. The inception report template must be developed in consultation with UNDP. The desk research will also involve review of available literature, data/information already collected by the UNDP team rule of law experts as preparatory work.	August 2022	Homebased, UNDP office KP, H&TAD KP
3. Develop stakeholder interview/ meeting questionnaires and focus group meetings/ workshop questionnaires and agendas in close consultation with UNDP Rule of Law team experts.	September 2022	Homebased, UNDP office KP, H&TAD KP Homebased, UNDP office KP, H&TAD KP, relevant ROL institutions
4. Develop outlines/ templates for the revised/ updated Road Map with specific focus on gender empowerment and social inclusion, seek input from UNDP, H&TAD and selected number of rule of law and justice institutions, relevant UN agencies and the European Union (EU) and finalise the same.	October 2022	Homebased, UNDP office KP, H&TAD KP, relevant ROL institutions
5. Undertake 8 number of interviews/ one- to- one meetings with afore mentioned key stakeholders and conduct and facilitate 8 focus group discussions and a workshop to seek broader feedback from all key stakeholders to inform the Road Map review, update and Road Map development including NMDs part.	November/December 2022	Homebased, UNDP office KP, H&TAD KP Homebased, UNDP office KP, H&TAD KP
6. Draft a report on key findings and recommendations from the stakeholder interviews/ meetings and focus group discussions / workshops on a template agreed in advance with UNDP.	January 2023	Homebased, UNDP office KP, H&TAD KP
7. Through comprehensive analysis and incorporating the desk review and stakeholder interviews/ meetings	February/March 2023	

<p>and focus group discussions/ workshops findings and recommendations:</p> <ul style="list-style-type: none"> <li>- Review the existing Rule of Law Road Map and revise/ update</li> <li>- Develop the new KP Rule of Law Road Map including NMDs</li> </ul> <p>Using the templates already developed in consultation with UNDP (Also see above)</p> <p>8. Seek feedback and suggestions from UNDP and H&amp;TAD and finalise the revised/updated Rule of Law Road Map including NMDs.</p> <p>9. Provide technical support to the KP H&amp;TAD and judiciary, police, prosecution, reclamation and probation, prisons, bar council and law and human rights department to develop their departmental Road Map Implementation Plans i.e., total of approximately 8 Implementation Plans.</p> <p>10. Provide technical assistance to draft Terms of References (TORs) for the Departmental Working Committees that will be established to oversee the departmental implementation part of the KP Rule of Law Roadmap.</p>	<p>April 2023</p> <p>May 2023</p> <p>June 2023</p>	<p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p> <p>Homebased, UNDP office KP, H&amp;TAD KP, relevant ROL institutions</p>
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#### **F. Key Performance Indicators during implementation of deliverables will include the following:**

- Provision of clear and comprehensive deliverables specified above.
- Timely completion of deliverables.
- Appropriate and regular coordination with all relevant stakeholders.
- Excellent communication skills both written and verbal in English.
- Excellent communication skills both written and verbal in Urdu will be an advantage.
- Good team player as well as the ability to work on its own initiative.

#### **G. Institutional Arrangements**

- The consultancy may involve regular visits to the NMDs. Therefore, the selected consultant is expected to obtain necessary No Objection Certificates (NOC) from the relevant government authorities for these visits during the consultancy period.
- For all official travel under the consultancy the consultant will be provided with UNDP standard Daily Subsistence Allowance (DSA) and travel facility.
- All reimbursement payments will be subject to travel authorization from UNDP management, and security clearance from the United Nations Department for Safety and Security (UNDSS).
- The consultant is expected to visit the UNDP sub- office where needed and also undertake regular visits the H&TAD, judiciary, police, prosecution, reclamation & probation, prisons, bar council and law and human rights department in Peshawar.
- UNDP may avail office space for the consultant's use where needed and on request.
- UNDP will cover the costs of workshops and focus group discussions relevant to this assignment.

#### **H. Reporting:**

The selected consultant will report directly to the Rule of Law Program Manager or her designated team member.

The consultant will also provide monthly progress reports against the agreed outputs/ deliverable schedule to UNDP. (Maximum 2 pages report on an agreed template with UNDP).

#### I. Time Frame:

The outputs/ deliverables and aligned activities mentioned in the ToR must be completed with a period of 12 months. Expected start date 1 July 2022, and end date 30 June 2023.

#### J. The schedule and method of payments

Payment %	Deliverables/outputs
First payment 15% of the total amount	<p><b>Deliverable 1: Development of methodology, detailed work plan, list of stakeholders for interviews/ meetings and focus groups discussions/ workshops below, desk review and development of inception report.</b></p> <p>Upon submission of methodology, workplan, list of stakeholders for interview, meetings, focus group discussions and workshops, desk review and development of inception report.</p>
Second payment 25% of the total amount	<p><b>Deliverable 2: Development of stakeholder interview/ meeting/ focus group discussion/workshop questionnaires, agendas, outlines/ templates and undertake 8 number of interviews/ one-to- one meetings, 8 focus group discussions, a workshop and submission of draft report/ findings/ recommendations on agreed template.</b></p> <p>Upon submission of required questionnaires, agendas, outlines/templates and undertaking of above-mentioned interviews, meetings, focus group discussions, workshop and submission of draft report/ findings/ recommendations on agreed template for updated Road Map.</p>
Fourth payment of 30% of the total amount	<p><b>Deliverable 4: Comprehensive analysis of the findings/recommendations, and; review/revise the existing Roadmap to develop the new KP Rule of Law Road Map including NMDs after seeking feedback from UNDP and H&amp;TAD to finalize the revised/updated Rule of Law Road Map including NMDs.</b></p> <p>Upon analysis of findings/recommendations, review of the existing Roadmap and development of new KP ROL Road Map after feedback from UNDP and H&amp;TAD.</p>
Fifth payment of 30% of the total amount	<p><b>Deliverable 5: Development of departmental Road Maps and Implementation Plans for all the aforementioned institutions and technical assistance to draft Terms of References (TORs) for the Departmental Working Committee.</b></p> <p>Upon development of departmental Road Maps, Implementation Plans and draft Terms of References (TORs) for the Departmental Working Committee.</p>

## K. Qualifications and requirements:

- Advanced university degree (Master's degree or equivalent) in subjects related to law political science or other relevant subject matter areas.
- Fifteen (15) years of professional experience in the rule of law or/ and justice sectors of which at least seven (07) years professional experience in the Khyber Pakhtunkhwa Province including the Newly Merged Districts is essential.
- Strong understanding of and knowledge of the Pakistan rule of law and justice systems is essential.
- Minimum five (05) years of professional experience related to legal drafting will be an asset.
- Previous experience working with UN agencies in Pakistan will be an asset.
- Strong understanding of the political, socio- economic, security and rule of law dynamics in the Khyber Pakhtunkhwa province including the Newly Merged Districts is essential.
- Good understanding of gender responsive justice and rule of law service delivery, gender mainstreaming and related topics will be an asset.

## L. Language

- Excellent command/ highly proficient in spoken and written English and Urdu are essential.
- Knowledge of Pashto will be an advantage.

## M. Evaluation criteria

Individual consultants will be evaluated based on the following methodologies:

- **Cumulative analysis**
- When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:
  - a) responsive/compliant/acceptable, and
  - b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
- \* Technical Criteria weight; 70%
- \* Financial Criteria weight; 30%

Only the qualified applicants obtaining a minimum of 70% on the technical evaluation will be considered for the Financial Evaluation.

Criteria	Score Weight	Points obtainable
<b>Technical Competencies</b>	<b>70</b>	
Advanced university degree (Master's degree or equivalent) in subjects related to law political science or other relevant subject matter areas.	YES/NO	
Fifteen (15) years of professional experience in the rule of law or/ and justice sectors of which at least seven (07) years professional experience in the Khyber Pakhtunkhwa Province including the Newly Merged Districts is essential.	YES/NO	
Strong understanding of and knowledge of the Pakistan rule of law and justice systems is essential.	15	
Minimum five (05) years of professional experience related to legal drafting will be an asset.	15	

Previous experience working with UN agencies in Pakistan will be an asset.	15	
Strong understanding of the political, socio- economic, security and rule of law dynamics in the Khyber Pakhtunkhwa province including the Newly Merged Districts is essential.	15	
Good understanding of gender responsive justice and rule of law service delivery, gender mainstreaming and related topics will be an asset.	10	
Financial (Lower Offer/Offer*30)	30	
Total Score	Technical score 70 + 30 Financial	

## **M. Annexures**

CV along with technical and financial proposal

**INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**GENERAL CONDITIONS OF CONTRACT  
FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

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

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

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

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the



Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

**4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of

performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

**7. SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall

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

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

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

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

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

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

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

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

13. **TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual

contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

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

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

16. **AUDITS AND INVESTIGATIONS:** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations

performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **17. SETTLEMENT OF DISPUTES:**

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

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

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

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

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

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**Proposal Submission form**

**Dear Sir/Madam,**

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

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

I agree to abide by this proposal for a period of **90 days** from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated: this -----day of -----2022

**Signature**



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

Date \_\_\_\_\_

*(Name of Resident Representative/Bureau Director)*

United Nations Development Programme

*(Specify complete office address)*

Dear Sir/Madam:

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*]:
  - 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:

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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	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.

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**Annexes *[please check all that applies]:***

- CV shall include Education/Qualification, Professional Certification, Employment Records /Experience
- Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- Brief Description of Approach to Work (if required by the TOR)

**BREAKDOWN OF COSTS<sup>1</sup>**  
**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

A) **Breakdown of Cost by Components:**

Cost Components	Lumpsum amount for the consultancy (PKR)
<b>I. Personnel Costs</b>	
Professional Fees	
Life Insurance	
Medical Insurance	
Communications	
Land Transportation	
Others (pls. specify)	
<b>II. Travel<sup>2</sup> Expenses to Join duty station</b>	
Round Trip Airfares to and from duty station	
Living Allowance	
Travel Insurance	
Terminal Expenses	
Others (pls. specify)	
<b>III. Duty Travel</b>	
Round Trip Airfares	
Living Allowance	
Travel Insurance	
Terminal Expenses	
Others (pls. specify)	

B) **Breakdown of Cost by Deliverables\***

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
Deliverable 3		
<b>Total</b>	100%	PKR .....

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

<sup>2</sup> Travel expenses are not required if the consultant will be working from home.

*\*Basis for payment tranches*

**FINANCIAL PROPOSAL**

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

**Consultant is required to provide a copy of contract signed with another entity as evidence of its daily consultancy fee.**

Sr. #	Description/Break-up of Financial Proposal	Lumpsum amount for the consultancy (PKR)
A.	Consultancy Fee:	
B.	Travel	
C.	Others (Please specify using the breakdown table provided above)	
<b>Total PKR</b>		

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

*\*Payment shall be made based on the deliverables agreed in the final contract that will be signed with the selected candidate.*

Name: .....

Signature: .....

Date: .....



Empowered lives.  
Resilient nations.

**STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS**

Name of Consultant/Individual Contractor: [Redacted]

Last Name, First Name

**Statement of Good Health**

In accordance with the provisions of Clause 5 of the [General Terms & Conditions for Individual Contractors](#), I am submitting this statement to certify that I am in good health and take full responsibility for the accuracy of this Statement. I am aware that information pertaining to inoculation requirements in respect of official travel to countries can be referred to at <http://www.who.int/ith>.

I certify that my medical insurance coverage is valid for the period from [Redacted] to (if applicable) [Redacted]

I certify that my medical insurance covers medical evacuations at Duty Station(s): [Redacted] Duty Station(s) Rating: [Redacted] "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage.

The name of my medical insurance carrier is: [Redacted]

Policy Number: [Redacted]

Telephone Number of Medical Insurance Carrier: [Redacted]

**A copy of proof of insurance MUST be attached to this form.**

[Redacted Signature Line]

Signature of Consultant/Individual Contractor      Date

This statement is only valid for Consultant/Individual Contractor Contract No.

[Redacted Signature Line]

Signature of Officer Supervising the Contract      Name

[Redacted Signature Line]

Business Unit



## P-11 Form

UNITED NATIONS DEVELOPMENT PROGRAMME


 UN  
 DP

## Personal History Form

**INSTRUCTIONS:** Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions. If you need more space, attach additional pages of the same size.

1. Family name (surname)

2. First names

3. Maiden name, if applicable

4. Date of birth

day month year

5. Place of birth

6. Nationality at birth

7. List all your current nationality(ies)

8. Gender

Male  Female 

9. Marital status

Single Married Separated Widow(er) Divorced 

10. Entry into United Nations service might require assignment and travel to any area of the world in which the United Nations has responsibilities. Do you have/experience any condition/situation which might limit your prospective field of work or your ability to engage in air travel?

No  Yes  If "Yes", please describe:

11. Permanent address

Telephone No.

12. Present address if different from that indicated in box 11

Telephone No.

13. Telephone numbers

Home/Mobile;  
Work;

14. Personal and/or professional e-mail address:

15. Have you any dependents? Yes  No  If the answer is "Yes", give the following information:

Name	Date of birth	Relationship	Name	Date of birth	Relationship



<input type="checkbox"/> limited	<input type="checkbox"/> limited	<input type="checkbox"/> limited	<input type="checkbox"/> limited
<input type="checkbox"/> working knowledge	<input type="checkbox"/> working knowledge	<input type="checkbox"/> working knowledge	<input type="checkbox"/> working knowledge
<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient	<input type="checkbox"/> proficient

**23.** For General Service support level posts only, indicate if you have passed the following tests:

UN/ASAT – Administrative Support Assessment Test (formerly known as clerical test):

No  Yes  if "Yes", date taken:

UNDP/AFT – UNDP Accountancy and Finance Test: No  Yes  if "Yes", date taken:

**24. EDUCATION:** Give full details - NB Please give exact titles of degrees in original language

Degrees claimed in the job application (even if they are not a requirement for the post) must be completed at the time of the application.

UNDP only recognizes degrees and diplomas from educational institutions that have been recognized or otherwise approved by competent authorities at the time that they were obtained. Degrees requiring little or no actual course work, degrees awarded for payment of fees only, and degrees granting substantial credits for "lifetime achievements" or "life/work experience" will normally not be recognized. Incomplete degrees are unacceptable to UNDP, regardless of whether they are associated with a recognized higher educational institution.

A. List all educational institutions attended, including secondary school, and diplomas/degrees or equivalent qualifications obtained (highest level education first). Give the exact name of the institution and the title of degrees, diplomas, etc. (Please do not translate or indicate equivalent degrees).

Name, place and country	Attended from/to		Degrees / Diplomas obtained	Main course of study	In person or online/remote?
	Mo/Year	Mo. /Year			

**B. Post-qualification training courses / learning activities**

Name, place and country	Type	Attended from/to		Certificates or Diplomas obtained	In person or online/remote?
		Mo/Year	Mo. /Year		


**C. UN Language Proficiency Exams (if any)**


**D. UNDP Certification Programmes (if any)**


**25. List membership of professional societies and activities in civic, public or international affairs**


**26. List any significant publications you have written (do not attach them) or any special recognitions you have received**


27. Have you already been issued a UN Index Number? No  Yes  If "Yes", please indicate this number:

**28. EMPLOYMENT RECORD:** Starting with your present post, list in reverse order every employment you have had. Use a separate block for each employment. Include service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Provide gross salary per annum and **indicate currency** for your last or present post.

Are you a current or former UNV? Yes  No  If "Yes", please indicate roster number:

**A. PRESENT POST (Last post, if not presently employed)**

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year	Starting (gross)	Final (gross)	

NAME OF EMPLOYER:	TYPE OF BUSINESS:
	EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)
	<b>Type of contract:</b> <input type="checkbox"/> 100 Series <input type="checkbox"/> 200 series <input type="checkbox"/> ALD/300 series <input type="checkbox"/> Permanent <input type="checkbox"/> Indefinite <input type="checkbox"/> Continuing <input type="checkbox"/> FTA <input type="checkbox"/> TA <input type="checkbox"/> SSA / IC <input type="checkbox"/> SC <input type="checkbox"/> UNV <input type="checkbox"/> Other

ADDRESS OF EMPLOYER	NAME OF SUPERVISOR: E-mail Address and Telephone No. of Supervisor:
	Do/did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:

Description of your duties and related accomplishments:

Reason for leaving:

**B. PREVIOUS POSTS (In reverse order i.e. most recent post first)**

FROM	TO	SALARIES PER ANNUM		FUNCTIONAL TITLE: As specified in your Letter of Appointment/Contract: UN Grade of your post (if applicable): (do not indicate equivalency) Last UN step in your post (if applicable):
Month/Year	Month/Year		Final (gross)	

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	EMPLOYMENT TYPE: Full time: <input type="checkbox"/> Part Time: <input type="checkbox"/> (      %)



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	Did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:
--	--

Description of your duties and related accomplishments:

Reason for leaving:

**29.** Have you any objections to our making inquiries of:

(a) your present employer?    No     Yes

(b) your previous employers?    No     Yes

**30.** Are you now, or have you ever been, a national civil servant in your government?  
 No                       Yes

If "Yes", Indicate dates of service:                      Functions:                      Country:

**31.** References: list **three** persons not related to you who are familiar with your character and qualifications and who may be contacted for a reference

UNDP will not seek a reference from your *current* employer without obtaining prior consent. However, please note that UNDP may seek references from your former employers.

Full Name	Full Address, including E-Mail Address and Telephone Number	Name of Organization, Business or Occupation

**32.** State any other relevant facts in support of your application. Include information regarding any periods of residence outside the country of your nationality

**33.** Have you ever been convicted, fined, or imprisoned for the violation of any law (excluding minor traffic violations)?  
 No     Yes                       If "Yes", give full particulars of each case in an attached statement

**34.** Have you ever had disciplinary measures imposed on you, including dismissal or separation from service, on the grounds of misconduct?  
 No     Yes                       If "Yes", give full particulars of each case in an attached statement.

**35.** Have you ever been separated from service on the grounds of unsatisfactory performance?  
 No     Yes                       If "Yes", give full particulars of each case in an attached statement.

**36.** I certify that the information I have provided in the present document is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or material omission made in this document may lead to the termination of my appointment or to dismissal. I understand this also applies to any other information or document requested by the Organization for the purpose of my recruitment to and employment with UNDP.

In connection with this application, I authorize former employers and educational institutions to release information about my background to UNDP or its agent. My signature below releases the aforesaid parties providing information about me from any liability whatsoever in collecting and disseminating the information obtained.

**DATE:**

**SIGNATURE:** \_\_\_\_\_

**Note:**

Applications for employment at UNDP must include a completed and signed Personal History form (P.11). By submitting a Personal History form, the applicant authorizes UNDP or its agent to verify and validate all information provided in the P.11. The P.11 form is not valid without signature. The signed P.11 form serves to release any party cited in the form from any liability whatsoever for releasing information to UNDP or its agent.

You may be requested to provide documentary evidence of 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 originals of any references, testimonials or certificates of academic achievement unless they have been obtained for the sole use of UNDP.

If Degrees/Certificates are in foreign language, you may be required to provide official English translation at time of request.