INDIVIDUAL CONSULTANT PROCUREMENT NOTICE



Date: 3rd June 2022 Ref: UNDP-IC-2022-202

Country: <u>Pakistan</u>

Description of the assignment: Services of Individual Contractor to Develop a Course / Training Manual on "Understanding the Legal Framework of Counter-Narcotics in Pakistan" for the Excise, Taxation and Anti-Narcotics Department- Balochistan

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 alighted activities mentioned in this TOR must be implemented within a period of Twelve (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 ROL and Govt. Institutions in Quetta and Balochistan province on need basis for meeting and consultations

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

bids.pk@undp.org; no later than 17th June 2022 at 12:30 PM Pakistan Standard Time

Kindly write the following on Email Subject line "UNDP-IC-2022-202- Individual Contractor to Develop a Course / Training Manual on "Understanding the Legal Framework of Counter-Narcotics in Pakistan" for the Excise, Taxation and Anti-Narcotics Department- Balochistan"

Important note for email submissions: Please put <u>"UNDP-IC-2022-202- Individual Contractor to Develop a Course / Training Manual on "Understanding the Legal Framework of Counter-Narcotics in Pakistan" for the Excise, Taxation and Anti-Narcotics Department- Balochistan" 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.</u>

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

1. BACKGROUND

UNDP has a global mandate to support governments in strengthening security and justice sector governance and has extensive experience in proving 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, Gilgit Baltistan, and Islamabad Capital Territory. 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 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 to strengthen law enforcement agencies (LEAs) with emphasis on the Police, Levies, Excise, and the Anti-Narcotic Force (ANF).

Against this backdrop and with generous funding from the United State Bureau of International Narcotics and Law Enforcement Affairs (INL), UNDP Rule of Law Programme is assisting Excise, Taxation and Anti- Narcotics Department Balochistan (ETAN-B) in its efforts to strengthen institutional capacity. The ETAN-B is a leading LEAs in Balochistan, and it is mandated to inquire, investigate, and prosecute all offences related to intoxicants, narcotics, and precursors.

Its work is mandated under the Excise Regulation Act 1915, and the Control of Narcotics and Substance Act 1997 to control narcotics and drugs trafficking in Balochistan province. Additionally, the ETAN-B's work on drug control is also guided by laws related to opium and other illicit drugs, road safety, and prosecution of illicit drug-related offences. The hardest and most important challenge facing the ETAN-B is despite its extensive mandate; it is underresourced to implement its mandate in Balochistan's highly volatile and hard to reach geographical context.

In 2021 UNDP with support from INL conducted a series of consultations to assess ETAN-B's institutional capacity needs i.e., staff capacity/ skill building requirements as well as infrastructure and equipment needs. The assessment findings highlighted that ETAN-B counternarcotics personnel/ staff have not received any form of training in relevant subject matter areas that could have potentially improved their performance in field. It was also one of the key findings of the assessment.

In order to address this gap UNDP, INL and ETAN-B jointly developed a two-year project "Strengthening Capacity of Excise, Taxation and Anti-Narcotics Balochistan". The overall project goal is to enhance the capacity of ETAN-B personnel / staff by developing four specialized training courses, develop a pool of master trainers and train 200 personnel / staff including ETAN-B senior management.

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

2.1 Develop an inception report including a workplan, methodology, and desk review:

- The selected consultant will develop and submit an inception report including a comprehensive workplan, methodology, and a desk review in close consultation with the ETAN-B, UNDP and INL.
- The desk review will include an analysis of the following: existing laws, rules, regulations, and standard operating procedures, and practices governing narcotics and substance trafficking control relevant to ETAN-B's work; criminal justice institutions and other LEAs in Pakistan, and countries with similar legal frameworks; and lessons learned from similar projects.
- The methodology must include questionnaires and Focus Group Discussions (FGDs) supported by a list of interviewees developed in close consultation with UNDP, ETAN-B and INL.
- The consultant will conduct a total of ten (10) key informant interviews (KII) and two (02) FGDs. He/ she will also ensure a balanced participation of both women and men to the extent possible.

2.2 Design and develop the training curriculum/ manual:

- Design and develop the training curriculum/ manual on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.
- The training curriculum/ manual must include handouts, presentations, pre and post training evaluation forms.
- Develop trainers' guidelines to maximize standardization in the training methodology. The training methodology must include three learning styles i) Visual, ii) Auditory, and iii) Kinaesthetic. The training method will also include all key training tools such as case studies, roleplaying, coaching, mentoring, simulators, etc.
- The consultant will translate the training curriculum/ manual into Urdu language including all supporting documents such as handouts, presentations, pre and post evaluation forms etc.
- The selected national consultant will closely coordinate with UNDP international consultant. The international consultant will review the training curriculum / manual

- and trainers' guidelines as well as incorporate international best practices and lesson learned.
- Submit the draft training curriculum/ manual for UNDP, ETAN-B and INL review and input before finalizing the same.

2.3 Deliver one (01) Training of Trainers (TOT) course:

- The selected national consultant will deliver one (01) TOT course to a total of six (06) ETAN-B master trainers to prepare them to conduct future trainings on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.
- He/ she will be assisted by the UNDP international consultant in the overall delivery of the TOT.
- The master trainers will be selected jointly by ETAN-B, INL and UNDP based on a set of criteria developed and approved by the Project Review Committee.
- Following the TOT training the national consultant will submit training outcome report
 to UNDP on a template agreed in advance with UNDP. The report will also include an
 analysis of participants pre/ post training feedback.

2.4 Lead and guide in the delivery of one (01) cascade training:

- The consultant will lead and guide the ETAN-B master trainers to deliver the first cascade training to a total 25 participants.
- The course participants will include following personnel: Directors, Senior Excise and Taxation Officer (ETOs), Excise and Taxation Officer (ETOs), Assistant Excise and Taxation Officer (AETOs), inspectors, sub- inspectors, and head constables of ETAN-B.
- The trainees will be selected jointly by ETAN-B based on a set of criteria approved by the Project Review Committee.
- Following the training the national consultant will submit training outcome report to UNDP on a template agreed in advance with UNDP. The report will also include an analysis of participants pre/ post training feedback.

NB: UNDP will cover logistics and related costs of the TOT and the first cascade training workshops including the consultant and participant accommodation in Quetta and other parts of Balochistan.

3. EXPECTED OUTPUTS/DELIVERABLES AND TIMEFRAME:

Under the overall supervision of UNDP Rule of Law Programme Specialist, the consultant is expected to deliver the following outputs/ deliverables:

De	eliverables / Outputs	Estimated Timeline	Location	
1)	Develop an inception report including a	July - August 2022	Home based and	
	comprehensive workplan, methodology		Balochistan including	
	and a desk review:		Quetta. (Other locations	
			TBC)	
•	The selected consultant will develop and			
	submit an inception report including a			

comprehensive workplan, methodology, and a desk review in close consultation with the ETAN-B, UNDP and INL. The desk review will include an analysis of the following: existing laws, rules, regulations, and standard operating procedures, and practices governing narcotics and substance trafficking control relevant to ETAN-B's work; criminal justice institutions and other LEAs in Pakistan, and countries with similar legal frameworks; and lessons learned from similar projects. The methodology must include questionnaires and Focus Group Discussions (FGDs) supported by a list of interviewees developed in close consultation with UNDP, ETAN-B and INL. The consultant will conduct a total of ten (10) key informant interviews (KII) and two (02) FGDs. He/ she will also ensure a balanced participation of both women and men to the extent possible.		
 2) Design and develop the training curriculum/ manual: Design and develop the training curriculum/ manual on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'. The training curriculum/ manual must include handouts, presentations, pre and post training evaluation forms. Develop trainers' guidelines to maximize standardization in the training methodology. The training methodology must include three learning styles i) Visual, ii) Auditory, and iii) Kinaesthetic. The training method will also include all key training tools 	September 2022 – February 2023	Home based and Balochistan including Quetta. (Other locations TBC)

•	such as case studies, roleplaying, coaching, mentoring, simulators, etc. The consultant will translate the		
•			
	The consultant will translate the		
	training curriculum/ manual into Urdu		
	language including all supporting		
	documents such as handouts,		
	presentations, pre and post evaluation		
	forms etc.		
•	The selected national consultant will		
	closely coordinate with UNDP		
	international consultant. The		
	international consultant will review the		
	training curriculum / manual and		
	trainers' guidelines as well as		
	incorporate international best practices		
	and lesson learned.		
•	Submit the draft training curriculum/		
	manual for UNDP, ETAN-B and INL		
	review and input before finalizing the		
	same.		
3) D	Deliver one (01) Training of Trainers	March 2023	Home based and
(-	TOT) course:		Balochistan including
• T	he selected national consultant will		Quetta. (Other locations
d	eliver one (01) TOT course to a total of		TBC)
Si	ix (06) ETAN-B master trainers to		
р	repare them to conduct future trainings		
0	n 'Understanding the Legal Framework		
	f Counter-Narcotics in Pakistan'.		
• H	le/ she will be assisted by the UNDP		
	nternational consultant in the overall		
	•		
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	committee.		
	ollowing the TOT training the national		
	onsultant will submit training outcome		
	eport to UNDP on a template agreed in		
• T jo o a	elivery of the TOT. he master trainers will be selected pintly by ETAN-B, INL and UNDP based in a set of criteria developed and pproved by the Project Review committee.		

	and a second collection of the		
	advance with UNDP. The report will also		
	include an analysis of participants pre/		
	post training feedback.		
4.	Lead and guide in the delivery of one	May-June 2023	Home based and
	(01) cascade training:		Balochistan including
•	The consultant will lead and guide the		Quetta. (Other locations
	ETAN-B master trainers to deliver the		TBC)
	first cascade training to a total 25		
	participants.		
•	The course participants will include		
	following personnel: Directors, Senior		
	Excise and Taxation Officer (ETOs), Excise		
	and Taxation Officer (ETOs), Assistant		
	Excise and Taxation Officer (AETOs),		
	inspectors, sub- inspectors, and head		
	constables of ETAN-B.		
•	The trainees will be selected jointly by		
	ETAN-B based on a set of criteria		
	approved by the Project Review		
	Committee.		
•	Following the training the national		
	consultant will submit training outcome		
	report to UNDP on a template agreed in		
	advance with UNDP. The report will also		
	include an analysis of participants pre/		
	post training feedback.		

4. Eligibility and Qualifying Criteria

- University degree in law, criminal justice, criminology or other relevant subject areas.
- Minimum 10 years professional experience in development of training curriculum and training material, undertaking research/ desk review, organizing, and delivering trainings, and master/ supporting trainer in conducting training sessions is essential.
- Knowledge and understanding of anti-narcotics laws and regulations in Pakistan with emphasis on Balochistan province is essential.
- Minimum 5 years professional experience in developing training courses/curriculum for criminal justice institutions in Pakistan is essential.
- Minimum 5 years professional experience in delivering basic/ TOT trainings to criminal justice institutions in Pakistan.

- Experience of working with UN Agencies in similar assignment will be an asset.
- Must possess excellent English and Urdu analytical and writing skills with hands on experience in report writing.

5. EVALUATION

CRITERIA FOR SELECTION OF THE BEST OFFER:

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
Eligibility Criteria		
University degree in law, criminal justice, criminology, or other relevant subject areas.	Yes/No	
Minimum 10 years professional experience in development of training curriculum and training material, undertaking research/ desk review, organizing, and delivering trainings, and master/ supporting trainer in conducting training sessions is essential.	Yes/No	
Technical Competencies	70	
Knowledge and understanding of anti-narcotics laws and regulations in Pakistan with emphasis on Balochistan province is essential.	15	
Minimum 5 years professional experience in developing training courses/curriculum for criminal justice institutions in Pakistan is essential.	15	
Minimum 5 years professional experience in delivering basic/ TOT trainings to criminal justice institutions in Pakistan.	15	

Experience of working with UN Agencies in similar assignment will be an asset	10	
Must possess excellent English and Urdu analytical and writing skills with hands on experience in report writing	15	
Financial (Lower Offer/Offer*30)	30	
Total Score	Technical scor	re 70 + 30

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

Individual Contractor National: To Develop a Course / Training Manual on "Understanding the Legal Framework of Counter-Narcotics in Pakistan" for the Excise, Taxation and Anti-Narcotics

Department- Balochistan

1. Project Description:

UNDP has a global mandate to support governments in strengthening security and justice sector governance and has extensive experience in proving 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, Gilgit Baltistan, and Islamabad Capital Territory. 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 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 to strengthen law enforcement agencies (LEAs) with emphasis on the Police, Levies, Excise, and the Anti-Narcotic Force (ANF).

Against this backdrop and with generous funding from the United State Bureau of International Narcotics and Law Enforcement Affairs (INL), UNDP Rule of Law Programme is assisting Excise, Taxation and Anti- Narcotics Department Balochistan (ETAN-B) in its efforts to strengthen institutional capacity. The ETAN-B is a leading LEAs in Balochistan, and it is mandated to inquire, investigate, and prosecute all offences related to intoxicants, narcotics, and precursors.

Its work is mandated under the Excise Regulation Act 1915, and the Control of Narcotics and Substance Act 1997 to control narcotics and drugs trafficking in Balochistan province. Additionally, the ETAN-B's work on drug control is also guided by laws related to opium and other illicit drugs, road safety, and prosecution of illicit drug-related offences. The hardest and most important challenge facing the ETAN-B is despite its extensive mandate; it is under-resourced to implement its mandate in Balochistan's highly volatile and hard to reach geographical context.

In 2021 UNDP with support from INL conducted a series of consultations to assess ETAN-B's institutional capacity needs i.e., staff capacity/ skill building requirements as well as

infrastructure and equipment needs. The assessment findings highlighted that ETAN-B counternarcotics personnel/ staff have not received any form of training in relevant subject matter areas that could have potentially improved their performance in field. It was also one of the key findings of the assessment.

In order to address this gap UNDP, INL and ETAN-B jointly developed a two-year project "Strengthening Capacity of Excise, Taxation and Anti-Narcotics Balochistan". The overall project goal is to enhance the capacity of ETAN-B personnel / staff by developing four specialized training courses, develop a pool of master trainers and train 200 personnel / staff including ETAN-B senior management.

2. Objective:

UNDP therefore has identified the requirement to hire a qualified national consultant to develop a training curriculum / manual on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.

The selected consultant will work under the overall supervision of the UNDP Rule of Law Programme Specialist.

3. Scope of Work:

3.1 Develop an inception report including a workplan, methodology, and desk review:

- The selected consultant will develop and submit an inception report including a comprehensive workplan, methodology, and a desk review in close consultation with the ETAN-B, UNDP and INL.
- The desk review will include an analysis of the following: existing laws, rules, regulations, and standard operating procedures, and practices governing narcotics and substance trafficking control relevant to ETAN-B's work; criminal justice institutions and other LEAs in Pakistan, and countries with similar legal frameworks; and lessons learned from similar projects.
- The methodology must include questionnaires and Focus Group Discussions (FGDs) supported by a list of interviewees developed in close consultation with UNDP, ETAN-B and INL.
- The consultant will conduct a total of ten (10) key informant interviews (KII) and two
 (02) FGDs. He/ she will also ensure a balanced participation of both women and men
 to the extent possible.

3.2 Design and develop the training curriculum/ manual:

- Design and develop the training curriculum/ manual on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.
- The training curriculum/ manual must include handouts, presentations, pre and post training evaluation forms.

- Develop trainers' guidelines to maximize standardization in the training methodology. The training methodology must include three learning styles i) Visual, ii) Auditory, and iii) Kinaesthetic. The training method will also include all key training tools such as case studies, roleplaying, coaching, mentoring, simulators, etc.
- The consultant will translate the training curriculum/ manual into Urdu language including all supporting documents such as handouts, presentations, pre and post evaluation forms etc.
- The selected national consultant will closely coordinate with UNDP international consultant. The international consultant will review the training curriculum / manual and trainers' guidelines as well as incorporate international best practices and lesson learned.
- Submit the draft training curriculum/ manual for UNDP, ETAN-B and INL review and input before finalizing the same.

3.3 Deliver one (01) Training of Trainers (TOT) course:

- The selected national consultant will deliver one (01) TOT course to a total of six (06)
 ETAN-B master trainers to prepare them to conduct future trainings on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.
- He/ she will be assisted by the UNDP international consultant in the overall delivery of the TOT.
- The master trainers will be selected jointly by ETAN-B, INL and UNDP based on a set of criteria developed and approved by the Project Review Committee.
- Following the TOT training the national consultant will submit training outcome report to UNDP on a template agreed in advance with UNDP. The report will also include an analysis of participants pre/ post training feedback.

3.4 Lead and guide in the delivery of one (01) cascade training:

- The consultant will lead and guide the ETAN-B master trainers to deliver the first cascade training to a total 25 participants.
- The course participants will include following personnel: Directors, Senior Excise and Taxation Officer (ETOs), Excise and Taxation Officer (ETOs), Assistant Excise and Taxation Officer (AETOs), inspectors, sub- inspectors, and head constables of ETAN-B.
- The trainees will be selected jointly by ETAN-B based on a set of criteria approved by the Project Review Committee.
- Following the training the national consultant will submit training outcome report to UNDP on a template agreed in advance with UNDP. The report will also include an analysis of participants pre/ post training feedback.

NB: UNDP will cover logistics and related costs of the TOT and the first cascade training workshops including the consultant and participant accommodation in Quetta and other parts of Balochistan.

4. Expected Outputs/Deliverables

Under the overall supervision of UNDP Rule of Law Programme Specialist, the consultant is expected to deliver the following outputs/ deliverables:

Deliverables / Outputs		Estimated Timeline	Location
4)	•	July - August 2022	Home based and Balochistan including Quetta. (Other locations TBC)
	The selected consultant will develop and submit an inception report including a comprehensive workplan, methodology, and a desk review in close consultation with the ETAN-B, UNDP and INL. The desk review will include an analysis of the following: existing laws, rules, regulations, and standard operating procedures, and practices governing narcotics and substance trafficking control relevant to ETAN-B's work; criminal justice institutions and other LEAs in Pakistan, and countries with similar legal frameworks; and lessons learned from similar projects. The methodology must include questionnaires and Focus Group Discussions (FGDs) supported by a list of interviewees developed in close consultation with UNDP, ETAN-B and INL. The consultant will conduct a total of ten (10) key informant interviews (KII) and two (02) FGDs. He/ she will also ensure a		
	balanced participation of both women and men to the extent possible.		
5)	Design and develop the training curriculum/ manual: Design and develop the training curriculum/ manual on 'Understanding the Legal Framework of Counter-Narcotics in Pakistan'.	September 2022 – February 2023	Home based and Balochistan including Quetta. (Other locations TBC)

The training curriculum/ manual must include handouts, presentations, pre and post training evaluation forms. Develop trainers' guidelines to maximize standardization the in training methodology. The training methodology must include three learning styles i) Visual, ii) Auditory, and iii) Kinaesthetic. The training method will also include all key training tools such as case studies, roleplaying, coaching, mentoring, simulators, etc. The consultant will translate the training curriculum/ manual into Urdu language including all supporting documents such handouts, presentations, pre and post evaluation forms etc. The selected national consultant will with closely **UNDP** coordinate international consultant. The international consultant will review the training curriculum / manual and trainers' guidelines as well incorporate international best practices and lesson learned. Submit the draft training curriculum/ manual for UNDP, ETAN-B and INL review and input before finalizing the same. 6) Deliver one (01) Training of Trainers March 2023 Home based and Balochistan including (TOT) course: Quetta. (Other locations • The selected national consultant will TBC) deliver one (01) TOT course to a total of six (06) ETAN-B master trainers to prepare them to conduct future trainings

on 'Understanding the Legal Framework

of Counter-Narcotics in Pakistan'.

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•	He/ she will be assisted by the UNDP		
	international consultant in the overall		
	delivery of the TOT.		
•	The master trainers will be selected		
	jointly by ETAN-B, INL and UNDP based		
	on a set of criteria developed and		
	approved by the Project Review		
	Committee.		
•	Following the TOT training the national		
	consultant will submit training outcome		
	report to UNDP on a template agreed in		
	advance with UNDP. The report will also		
	include an analysis of participants pre/		
	post training feedback.		
5.	Lead and guide in the delivery of one	May-June 2023	Home based and
	(01) cascade training:		Balochistan including
•	The consultant will lead and guide the		Quetta. (Other locations
	ETAN-B master trainers to deliver the		TBC)
	first cascade training to a total 25		
	participants.		
•	The course participants will include		
	following personnel: Directors, Senior		
	Excise and Taxation Officer (ETOs), Excise		
	and Taxation Officer (ETOs), Assistant		
	Excise and Taxation Officer (AETOs),		
	inspectors, sub- inspectors, and head		
	constables of ETAN-B.		
•	The trainees will be selected jointly by		
	ETAN-B based on a set of criteria		
	approved by the Project Review		
	Committee.		
•	Following the training the national		
	consultant will submit training outcome		
	report to UNDP on a template agreed in		
	advance with UNDP. The report will also		
	include an analysis of participants pre/		
	post training feedback.		
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- 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.
- Good team player as well as the ability to work on its own initiative.

5) Reporting:

The consultant will report directly to UNDP Rule of Law Programme Specialist and on day-to-day basis to UNDP Rule of Law Programme Access to Justice Expert Balochistan.

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

6) Time Frame:

The outputs/ deliverables and alighted activities mentioned in this TOR must be implemented within a period of Twelve (12) months. Expected start date 1 July 2022 and end date 30 June 2023.

7) The Schedule and Method of Payment:

The payments will be made upon satisfactory completion of the deliverables outlined in the table above and, upon the submission and acceptance of each deliverable/ output. The payments will be made in five instalments subject to UNDP procurement procedures.

Payment %	Deliverables/ outputs
First payment 20% of	Deliverable 1: Develop an inception report including a
the total amount	comprehensive workplan, methodology and a desk review
	- Upon submission and approval of the inception report including a
	workplan, methodology, and desk review.
Second payment 40% of	Deliverable 2: Design and develop the training curriculum/ manual.
the total amount	- Upon submission and approval of the final version of the training
	curriculum/ manual including supporting documents such as
	handouts, presentations, pre/ post training evaluation forms etc.
Third payment of 20% of	Deliverable 3: Deliver one (01) Training of Trainers (TOT) course.
the total amount	- Upon submission and approval of the training outcome report.
Fourth payment of 20%	Deliverable 4: Lead and guide in the delivery of one (01) cascade
of the total amount	training.
	- Upon submission and approval of the training outcome report.

8) Approach and methodology:

Proposals should include a description of the service applicant's capability to carry out the proposed consultancy, describing his / her prior or similar experiences in any or more of the key deliverable areas in Pakistan or similar context as well as clear risk mitigation plan/ risk averse planning methodology in the event of another outbreak of COVID-19 pandemic that may result in movement restrictions in Balochistan.

The service provider must describe and include the following in their proposal:

- How they will address/ deliver the demands of the requirement.
- Provide a detailed description of the essential performance characteristics in response to TOR.
- Implementation plan and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.
- Provide a list of training manuals developed earlier for the rule of law and criminal justice sector institutions.
- Provide a list of trainings conducted for the rule of law and criminal justice institutions.

9) Qualifications and requirements:

- University degree in law, criminal justice, criminology or other relevant subject areas.
- Minimum 10 years professional experience in development of training curriculum and training material, undertaking research/ desk review, organizing, and delivering trainings, and master/ supporting trainer in conducting training sessions is essential.
- Knowledge and understanding of anti-narcotics laws and regulations in Pakistan with emphasis on Balochistan province is essential.
- Minimum 5 years professional experience in developing training courses/curriculum for criminal justice institutions in Pakistan is essential.
- Minimum 5 years professional experience in delivering basic/ TOT trainings to criminal justice institutions in Pakistan.
- Experience of working with UN Agencies in similar assignment will be an asset.
- Must possess excellent English and Urdu analytical and writing skills with hands on experience in report writing.

10) Evaluation criteria:

Individual consultants will be evaluated based on the following methodologies:

• <u>Cumulative analysis</u>

- 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
Eligibility Criteria		
University degree in law, criminal justice, criminology, or other relevant subject areas.	Yes/No	
Minimum 10 years professional experience in development of training curriculum and training material, undertaking research/ desk review, organizing, and delivering trainings, and master/ supporting trainer in conducting training sessions is essential.	Yes/No	
Technical Competencies	70	
Knowledge and understanding of anti-narcotics laws and regulations in Pakistan with emphasis on Balochistan province is essential.	15	
Minimum 5 years professional experience in developing training courses/curriculum for criminal justice institutions in Pakistan is essential.	15	
Minimum 5 years professional experience in delivering basic/ TOT trainings to criminal justice institutions in Pakistan.	15	
Experience of working with UN Agencies in similar assignment will be an asset	10	
Must possess excellent English and Urdu analytical and writing skills with hands on experience in report writing	15	
Financial (Lower Offer/Offer*30)	30	
Total Score	Technical sco	re 70 + 30

M. Annexures

CV along with technical and financial proposal

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

GENERALCONDITIONSOFCONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

- 1. **LEGAL STATUS**: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. STANDARDS OF CONDUCT: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

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

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other

legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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

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

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

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

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

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

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

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

- 7. **SUBCONTRACTORS**: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
- 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 may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
- 11. **ENCUMBRANCES AND LIENS**: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

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

applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

- 14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
- 16. **AUDITS AND INVESTIGATIONS**: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a

refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

Annex III

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

Un	ame of Resident Representative/Bureau Director) ited Nations Development Programme secify complete office address)
De	ar Sir/Madam:
I h	ereby declare that:
A)	I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [indicate title of assignment] under the [state project title];
B)	I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
C)	I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV 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)		ffer shall remain valid bmission deadline;	for a total pe	eriod of day	s [minimum of	90 days] after		
l)	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 assig	gnment, l shal	[please check the appr	opriate box]:			
		Sign an Individual Co	ontract with U	NDP;				
		UNDP a Reimbursab	le Loan Agree	of company/organizator ement (RLA), for and on or for this purpose are a	my behalf. Th	•		
K)	I herek	by confirm that [check	all that applie	<u>25]</u> :				
	 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 / Name of Contract Contract Type Institution/Company Duration 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 Institution/ Contract Contract Type Company Duration 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? YFS 🔲 ио□ If the answer is "yes", give the following information: Relationship Name Name of International **Organization** Do you have any objections to our making enquiries of your present employer? YFS 🔲 NO \square Q) Are you now, or have you ever been a permanent civil servant in your government's employ? NO If answer is "ves". 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)?

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.

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

DATE:	SIGNATURE:
have made above. Do to do so and, in any e	ested to supply documentary evidence which support the statements you not, however, send any documentary evidence until you have been asked event, do not submit the original texts of references or testimonials unless led for the sole use of UNDP.
Annexes [please ca	heck all that applies]:
CV shall includ	de Education/Qualification, Processional Certification, Employment Records
Breakdown of	Costs Supporting the Final All-Inclusive Price as per Template
Brief Descripti	on of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS¹ SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

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

Cost Components	Lumpsum amount for the consultancy (PKR)		
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			
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			

B) Breakdown of Cost by Deliverables*

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

 $^{^{\}mathrm{1}}$ 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.

*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 consultance (PKR)	
Α.	Consultancy Fee:		
B.	Travel		
C.	Others (Please specify using the breakdown table provided above)		
	Total PKR		
	Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount
Total		100%	PKR
-	ent shall be made based on the deliverables agree e selected candidate.	d in the final contract tha	nt will be signed
Name:			
Signati	ure: Date:		



STATEMENT OF HEALTH – INDIVIDUAL CONTRACTORS Name of Consultant/Individual Contractor: 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 to (if applicable) Duty I certify that my medical insurance covers medical evacuations at Duty Station(s): Station(s) Rating: "B through E". Duty stations with "A" or "H" do not require medical evacuation coverage. The name of my medical insurance carrier is: Policy Number: Telephone Number of Medical Insurance Carrier: A copy of proof of insurance MUST be attached to this form. Signature of Consultant/Individual Contractor Date This statement is only valid for Consultant/Individual Contractor Contract No. Signature of Officer Supervising the Contract Name **Business Unit**

P-11 Form

UNITED NATIONS DEVELOPMENT PROGRAMME U								U	N
	Personal History Form								
INSTRUCTIONS: PI all directions. If yo		•	•	•	• -		d carefu	lly and fol	llow
1. Family name (surname) 2. First names 3.					3. Maiden na	ame, if a	applicable)	
4. Date of birth day month yea			birth 6. Nationality at birth		7. List al	I your current	8. Gender		
, , , , , , , , , , , , , , , , , , , ,						3 (-3)	Male	Female	
9. Marital status 10. Entry into Unite Nations has responsively work or your ability No Yes If	sibilities. Do <u>y</u>	you have/experi a air travel?	_	nt and travel	-	rea of the world i	n which		
11. Permanent add	lress	12. Present ac		rent from	13. Telephone numbers				
		that indicated				Home/Mobile; Work;			
Telephone No.		Telephone No			14. Personal and/or professional e-mail address:				
15. Have you any do	ependents? Y	es No	If the answer	is "Yes", give	the follo	wing information	:		
Name	Date of birt	h Relatio	onship	Name		Date of birth	Rela	ationship	

16. Have you taken up legal permanent residence status in any country other than that of your nationality? No Yes I If "Yes", which country(ies)? 18. Are any of your family members (spouse/partner, father/mor Common System, including UNDP? Yes No If "Yes", give Name Relationship			present nationali No Yes I If "Yes", explain f other, brother/siste the following info	ty? ully: er, son/daughte ermation:	r) employed in the UN Organization & Duty Station	
19. Do you have any other (extended) family members following information: Name Rel			ily members emp		T	If "Yes", give the
20. Would you accept employment for less than six months? Yes No			an six months?	21. Have you be the last 12 mont		for any UNDP positions in ich post(s)?
22. Languages – indicate mother tongue 1st	Ability to operate in the listed language(s) in a work environment				onment	
	Reac	d	Write		peak	Understand
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23. For General Service suppo							
	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 de	tails - NB Please give exa	ct titles of degrees in origi	nal language				
Degrees claimed in the job ap the application.	oplication (even if they are	not a requirement for the	post) must be comple	eted at the time of			
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 institut obtained (highest level educa		-		-			
_			the title of degrees, o	diplomas, etc.			
(Please do not translate or inc			Main course of	In person or			
_	dicate equivalent degrees)						
(Please do not translate or inc	dicate equivalent degrees) Attended from/to	Degrees / Diplomas	Main course of	In person or			
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(Please do not translate or inc	Attended from/to Mo/Year Mo. /Year	Degrees / Diplomas obtained	Main course of	In person or			
Name, place and country	Attended from/to Mo/Year Mo. /Year	Degrees / Diplomas obtained	Main course of study Certificates or	In person or			

C. UN Language Proficiency	Exams (if any)					
D. UNDP Certification Progr	ammes (if any)					
25. List membership of prof	essional societies and activi	ties in civic, pu	blic or in	ternat	ional affairs	
26. List any significant publications you have written (do not attach them) or any special recognitions you have received						

27. Have you alr	eady been issu	ed a UN Index Nu	mber? No 🗌	Yes If "Yes", ple	ase indicate this r	number:	
separate block for gainfully employ indicate curren	or each employ ved. If you need cy for your last	ment. Include served more space, atta or present post.	vice in the ar	med forces and note	any period during ize. Provide gros	t you have had. Use a g which you were not s salary per annum and	
Δ DRESENT DO	OST (Last nost	, if not presently	employed)				
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				Last UN step in your	• •	۵).	
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				Type of contract:	•		
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ADDRESS OF EM	1PLOYER			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 yo	our duties and I	related accomplish	nments:				
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ADDRESS OF E	MPLOYER		NAME OF SUPERVISOR:		
			E-mail Address and Telephone No. of Supervisor:		
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Description of ye	our duties and r	elated accomplish	nments:				
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				E-mail Address and Telephone No. of Supervisor:		
				Did you supervise staff? If so:		
				Number of professional staff supervised:		
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		Did you supervise staf Number of profession Number of support sta	al staff supervised:				
Description of your duties and related acc	omplishments:						
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:	Cor	untry:				
31. References: list three persons not rela be contacted for a reference	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 UNDP may seek references from your form		ithout obtaining prior c	onsent. However, please note that				
	Full Address, including E-Mail Address and Telephone Number		Name of Organization, Business or Occupation				
32. State any other relevant facts in support	ort of your applicatio	on. 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 se	35. Have you ever been separated from service on the grounds of unsatisfactory performance?						
No Yes If "Yes", give full p	articulars of each ca	se in an attached stater	ment.				

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.