NATIONAL CONSULTANT PROCUREMENT NOTICE



Date: 05 January 2023 Ref. Pak-HIV-UNDP-IC-2023-001

Country: Pakistan

Description of the assignment: National Consultant: Media Training & Sensitization Expert on HIV Stigma & Discrimination

Period of assignment/services (if applicable): 50 working days spread over a period of five months (January 2032-June 2023)

Duty Station: Home based (travel as and when required)

Please submit your **UN P11 Form, Technical Proposal, filled Annexes (attached as Annex I, II, IV,V,VI)** along with attested documents to the following address: not later than **19 January 2023** by email to bids.pk@undp.org.

Important note for email submissions: kindly write the following on email subject line: "Pak-HIV-UNDP-IC-2023-001- International Consultant – Media Training & Sensitization Expert on HIV Stigma & Discrimination "in the subject line. Further, our system will not accept emails those are more than 3.5 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 additional information is required, please write to us at psm.pmu.pk@undp.org or contact us at +92-51-8443288. 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 address mentioned above.

1. BACKGROUND

UNDP has recently been requested by the Global Fund to support the HIV grant, starting July 2021 until December 2023 as Principal recipient. This Global Fund HIV grant will provide the amount of US\$ 47,104,249 million to Pakistan over two and a half years. It will contribute to the achievement of the overall, strategic goals of the Pakistan AIDS Strategy IV - PAS-IV on addressing low prevention and testing coverage among key populations by:

Scaling up community-based interventions, improving treatment access for all, and by challenging stigma and discrimination through training for health care workers and others, and to strengthen the national M&E system for improved cascade monitoring.

reach these goals, UNDP Pakistan aims to support the relevant implementing partners in:

- increasing coverage of the prevention services for MSM by 39% (of Population Size Estimates -PSE) by 2023 from the 2019 baseline;
- increasing coverage of the prevention services for FSW (of PSE) by 44% by 2023 from the 2019 baseline;
- increasing coverage of the prevention services for TG (of PSE) by 56% by 2023 from the 2019 baseline; and
- increasing coverage of the treatment services for PLHIV by 35% (of the estimated PLHIV) by 2023 from the 2019 baseline

Under the stigma and discrimination component of this program, UNDP Pakistan is adopting a multisectoral approach towards engagement with various stakeholders and actors who can contribute to the goals and targets. This includes constructive and positive engagement with media (such as press, journalists, television and radio personnel) for inclusive and positive reporting on HIV related issues, specifically addressing stigma and discrimination against key populations.

There is growing concern on the quality and type of media coverage on HIV related issues and rights of people living with and at risk of HIV, as well as already vulnerable and marginalized populations. It is been observed, specifically in the context of the Larkana (Sindh) outbreak in 2019 that the media revealed the identities of individuals exposed to the infection, particularly children, women and their families, breaching confidentiality and 'do not harm' principles. Such instances reveal a lack of awareness of HIV and related issues, specifically confidentiality, privacy and protection of people living with or at risk of the infection. Added to this is the sensitivities attached to the way information on HIV and people living with or at risk of the infection is gathered and presented which perpetuates already prevalent stigma and discrimination. Often communities themselves have little, if any, voice or visibility in stories or coverage, amongst the infrequent coverage on HIV.

Today the media plays an increasingly significant part of daily life and has evolved into a critical tool in shaping opinions and influencing behaviors, specifically in the past few decades. In particular, media has the power to transform perspectives and break negative patterns illustrated by campaigns and other interventions on gender discrimination, gender-based violence and equality overall. This momentum is being applied to awareness raising and sensitization on HIV related issues, specifically stigma and discrimination across the world that provides a good opportunity for adaptation in Pakistan.

The success of any HIV programming is dependent upon the strength of strong partnerships and collaboration between all relevant actors and stakeholders but especially between media (including national and provincial associations), health sector, social services, UN agencies, civil society and communities. Such collaborative partnerships amongst all these actors can significantly strengthen provision of key services that prevent, treat, care and support individuals and communities who are vulnerable to HIV and other infections.

As a first step, UNDP aims to engage with media personnel (including reporters, journalists, etc.,) that can contribute towards sensitive, inclusive and positive reporting on HIV, people living with or at risk of the infection and related stigma and discrimination.

2. DESCRIPTION OF THE ASSIGNMENT

UNDP Pakistan's Project Management Unit (PMU), in collaboration with key partners including UNAIDS, UNODC, WHO, law enforcing institutions and leadership, relevant government institutions and communities, aims to design and rollout a comprehensive training and sensitization intervention in HIV related stigma and discrimination with media institutions and personnel across Pakistan

The training and sensitization intervention will aim to constructively engage with national and provincial media institutions and personnel across Pakistan for inclusive reporting on HIV, people living with or at risk of the disease, and related stigma and discrimination through portrayal of positive messaging, case studies and success stories. This initiative will serve to act as a coordination exercise with media institutions and personnel across Pakistan in an effort towards addressing HIV related inequalities and exclusion.

For this purpose, PMU-UNDP will engage a two-member technical team (lead expert and support consultant) supervised by the Media Training & Sensitization Expert on HIV Stigma and Discrimination to lead the intervention in collaboration with relevant national and provincial media institutions, key partners such as UNAIDS, and other stakeholders such as civil society and target communities.

3. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED REPORT WORK

The Media Training & Sensitization Expert on HIV Stigma & Discrimination will work closely with PMU-UNDP (and key partners such as UNAIDS and others) and the support consultant for the following scope of work:

1. Draft Training & Sensitization Plan for Media Personnel on HIV Stigma & Discrimination

- Conduct inception/planning meetings with PMU-UNDP, relevant national & provincial media institutions/associations, and key partners (such as UNAIDS and others if required) to agree on a detailed plan design and rollout of five capacity building training and sensitization workshops
- Develop a detailed training plan for design & rollout of sensitization workshops for media personnel, including desk review of existing materials (including, but not limited to, existing materials) with outline of workshops, sessions, agenda, and other relevant matters) in consultation and collaboration with PMU-UNDP, , and key stakeholders (such as UNAIDS).
- Finalize draft training plan as per feedback received from PMU-UNDP and key partners and submit for approval.

2. Draft Training & Sensitization Package for Media Personnel on HIV Stigma & Discrimination

• Develop draft training & sensitization package (including manual/tools, handouts, and any relevant materials required for the workshops) for media personnel in consultation &

- collaboration with PMU-UNDP, key partners such as UNAIDS, and relevant national & provincial media institutions and/or associations.
- Finalize draft training package as per feedback received from PMU-UNDP, key stakeholders such as UNAIDS and relevant media institutions and/or associations.

3. Draft Report on Rollout of Training & Sensitization Program for LEAs on HIV Stigma & Discrimination

- Lead and facilitate rollout of five training & sensitization workshops (1 in each province and federal area) for media personnel on HIV stigma and discrimination in consultation and collaboration with PMU-UNDP, relevant national and provincial media institutions and/or associations as agreed in inception/planning meetings.
- Draft a comprehensive report (including, but not limited to, details of workshop sessions, issues
 discussed, challenges and way forward) on the rollout of training & sensitization for media
 personnel on HIV stigma and discrimination & submit to PMU-UNDP (and other partners such as
 UNAIDS and relevant national and provincial media institutions and/or associations institutions)
 for approval as agreed.

4. DELIVERABLES

Deliverables/ Outputs	% Payment
Submission and approval of Draft Training & Sensitization Plan for Media	15%
Personnel on HIV Stigma & Discrimination	
Draft Training & Sensitization Package for Media Personnel on HIV Stigma &	35%
Discrimination	
Draft Report on Rollout Training & Sensitization Program for Media Personnel on	50%
HIV Stigma & Discrimination	

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

Interested individuals for Expert for Training & Sensitization of Media Personnel on HIV Stigma & Discrimination in Pakistan should meet the following minimum qualification criteria:

- University Degree (or equivalent) in media studies, communications, social sciences or relevant discipline
- At least 3 years of relevant experience with national and provincial media institutions and/or associations in Pakistan
- At least 2 years of expertise in designing and rolling out of training programs on human rights, HIV, key populations and related issues for media personnel or related stakeholders.
- Background of working and reporting on issues of key populations with respect to human rights barriers including discriminatory laws/policies, stigma and discrimination, and related human rights and social exclusion issues

- High proficiency in English & Urdu: knowledge of local and colloquial languages is an advantage.
- Excellent analytical writing skills.

6. FINANCIAL PROPOSAL

Lump sum contract

Financial Proposal that indicates the all-inclusive fixed total contract price excluding the travel related costs as per template attached to the <u>Letter of Confirmation of Interest template</u>. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP

7. EVALUATION

Interested individuals for Expert for Training & Sensitization of Media Personnel on HIV Stigma & Discrimination in Pakistan should meet the following minimum qualification criteria:

- University Degree (or equivalent) in media studies, communications, social sciences or relevant discipline
- At least 3 years of relevant experience with national and provincial media institutions and/or associations in Pakistan
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- High proficiency in English & Urdu: knowledge of local and colloquial languages is an advantage.
- Excellent analytical writing skills.

Criteria	Weight	Max. Point
Technical Competencies	70	
The candidate should have a University Degree (or equivalent) in media, communications, social sciences or relevant discipline	Pass/Fail	
At least 3 years of expertise in designing and implementing training and sensitization programs on human rights, HIV, key populations, and related issues for media personnel or related stakeholders.	Pass/Fail	
At least 2 years of relevant experience of engagement with national and provincial media institutions and/or associations	20	
Background of working and reporting on issues of key populations with respect to human rights barriers including discriminatory	20	

laws/policies, stigma and social exclusion issues	discrimination, and related human rights and						
Proposed Mythology/Tec	30						
Financial Proposal (Lower	30						
Total Score	Technica 30 Finan	score 70 +					
Weight per Technical Co	mpetence						
Weak: Below 70% The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence							
Satisfactory: 70-75%	Satisfactory: 70-75% The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence						
Good: 76-85% The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence							
Very Good: 86-95%	Very Good: 86-95% The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence						
Outstanding: 96-100%	The individual consultant/contractor OUTSTANDING capacity for the analyzed co		nonstrated a				

9. PAYMENT MODALITIES AND SPECIFICATIONS

Payments will be made in tranches based on the following milestones.

1.

Deliverables/ Outputs	% Payment	Due Date
Submission and approval of Draft Training & Sensitization Plan	15%	February 2023
for Media Personnel on HIV Stigma & Discrimination		
Draft Training & Sensitization Package for Media Personnel on	35%	March 2023
HIV Stigma & Discrimination		
Draft Report on Rollout Training & Sensitization Program for	50%	May 2023
Media Personnel on HIV Stigma & Discrimination		

10. APPLICATION PROCESS¹

Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template provided by UNDP;
- b) CV and a Personal History Form (P11 form³);
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

¹Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: https://info.undp.org/global/popp/Pages/default.aspx

 $^{^2} https://intranet.undp.org/unit/bom/pso/Support\%20documents\%20on\%20IC\%20Guidelines/Template\%20for\%20Confirmation \\ \underline{\%20of\%20Interest\%20and\%20Submission\%20of\%20Financial\%20Proposal.docx}$

³http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal history form.doc

ANNEX

ANNEX I - TERMS OF REFERENCES (TOR)

ANNEX II- PERSONAL HISTORY FORM (P-11)

ANNEX III- INDIVIDUAL CONSULTANT GENERAL TERMS & CONDITIONS

ANNEX IV- PROPOSAL SUBMISSION FORM

ANNEX V- OFFEROR'S LETTER TO UNDP

ANNEX VI- FINANCIAL PROPOSAL

Terms of Reference Media Training & Sensitization Expert on HIV Stigma & Discrimination UNDP-HIV AIDS Prevention and Treatment Project

Job Title:	Media Training & Sensitization Expert on HIV Stigma & Discrimination
Duty Station:	Home based (travel as and when required)
Type of Contract:	IC
Duration:	50 working days spread over a period of five months (December 2022-April 2023)

A. Project Title:

Accelerated response to HIV through effective prevention, treatment, care, and support interventions for Key Populations (TG, MSM and FSWs) and surveillance in high-risk areas (Punjab and Sindh)

B. Project Description:

UNDP has recently been requested by the Global Fund to support the HIV grant, starting July 2021 until December 2023 as Principal recipient. This Global Fund HIV grant will provide the amount of US\$ 47,104,249 million to Pakistan over two and a half years. It will contribute to the achievement of the overall, strategic goals of the Pakistan AIDS Strategy IV - PAS-IV on addressing low prevention and testing coverage among key populations by:

Scaling up community-based interventions, improving treatment access for all, and by challenging stigma and discrimination through training for health care workers and others, and to strengthen the national M&E system for improved cascade monitoring.

reach these goals, UNDP Pakistan aims to support the relevant implementing partners in:

- increasing coverage of the prevention services for MSM by 39% (of Population Size Estimates PSE) by
 2023 from the 2019 baseline;
- increasing coverage of the prevention services for FSW (of PSE) by 44% by 2023 from the 2019 baseline;
- increasing coverage of the prevention services for TG (of PSE) by 56% by 2023 from the 2019 baseline;
 and
- increasing coverage of the treatment services for PLHIV by 35% (of the estimated PLHIV) by 2023 from the 2019 baseline

Under the stigma and discrimination component of this program, UNDP Pakistan is adopting a multi-sectoral approach towards engagement with various stakeholders and actors who can contribute to the goals and targets. This includes constructive and positive engagement with media (such as press, journalists, television and radio personnel) for inclusive and positive reporting on HIV related issues, specifically addressing stigma and discrimination against key populations.

There is growing concern on the quality and type of media coverage on HIV related issues and rights of people living with and at risk of HIV, as well as already vulnerable and marginalized populations. It is been observed, specifically in the context of the Larkana (Sindh) outbreak in 2019 that the media revealed the identities of individuals exposed to the infection, particularly children, women and their families, breaching confidentiality and 'do not harm' principles. Such instances reveal a lack of awareness of HIV and related issues, specifically confidentiality, privacy and protection of people living with or at risk of the infection. Added to this is the

sensitivities attached to the way information on HIV and people living with or at risk of the infection is gathered and presented which perpetuates already prevalent stigma and discrimination. Often communities themselves have little, if any, voice or visibility in stories or coverage, amongst the infrequent coverage on HIV.

Today the media plays an increasingly significant part of daily life and has evolved into a critical tool in shaping opinions and influencing behaviors, specifically in the past few decades. In particular, media has the power to transform perspectives and break negative patterns illustrated by campaigns and other interventions on gender discrimination, gender-based violence and equality overall. This momentum is being applied to awareness raising and sensitization on HIV related issues, specifically stigma and discrimination across the world that provides a good opportunity for adaptation in Pakistan.

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As a first step, UNDP aims to engage with media personnel (including reporters, journalists, etc.,) that can contribute towards sensitive, inclusive and positive reporting on HIV, people living with or at risk of the infection and related stigma and discrimination.

C. Description of Assignment:

UNDP Pakistan's Project Management Unit (PMU), in collaboration with key partners including UNAIDS, UNODC, WHO, law enforcing institutions and leadership, relevant government institutions and communities, aims to design and rollout a comprehensive training and sensitization intervention in HIV related stigma and discrimination with media institutions and personnel across Pakistan

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For this purpose, PMU-UNDP will engage a two member technical team (lead expert and support consultant) supervised by the Media Training & Sensitization Expert on HIV Stigma and Discrimination to lead the intervention in collaboration with relevant national and provincial media institutions, key partners such as UNAIDS, and other stakeholders such as civil society and target communities.

D. Scope of Work:

The **Media Training & Sensitization Expert on HIV Stigma & Discrimination** will work closely with PMU-UNDP (and key partners such as UNAIDS and others) and the support consultant for the following scope of work:

5. Draft Training & Sensitization Plan for Media Personnel on HIV Stigma & Discrimination

- Conduct inception/planning meetings with PMU-UNDP, relevant national & provincial media institutions/associations, and key partners (such as UNAIDS and others if required) to agree on a detailed plan design and rollout of five capacity building training and sensitization workshops
- Develop a detailed training plan for design & rollout of sensitization workshops for media personnel, including desk review of existing materials (including, but not limited to, existing materials) with outline of workshops, sessions, agenda, and other relevant matters) in consultation and collaboration with

PMU-UNDP, , and key stakeholders (such as UNAIDS).

• Finalize draft training plan as per feedback received from PMU-UNDP and key partners and submit for approval.

6. Draft Training & Sensitization Package for Media Personnel on HIV Stigma & Discrimination

- Develop draft training & sensitization package (including manual/tools, handouts, and any relevant materials required for the workshops) for media personnel in consultation & collaboration with PMU-UNDP, key partners such as UNAIDS, and relevant national & provincial media institutions and/or associations.
- Finalize draft training package as per feedback received from PMU-UNDP, key stakeholders such as UNAIDS and relevant media institutions and/or associations.

7. Draft Report on Rollout of Training & Sensitization Program for LEAs on HIV Stigma & Discrimination

- Lead and facilitate rollout of five training & sensitization workshops (1 in each province and federal area)
 for media personnel on HIV stigma and discrimination in consultation and collaboration with PMUUNDP, relevant national and provincial media institutions and/or associations as agreed in
 inception/planning meetings.
- Draft a comprehensive report (including, but not limited to, details of workshop sessions, issues discussed, challenges and way forward) on the rollout of training & sensitization for media personnel on HIV stigma and discrimination & submit to PMU-UNDP (and other partners such as UNAIDS and relevant national and provincial media institutions and/or associations institutions) for approval as agreed.

E. Expected Outputs

Major outputs of the assignment will be:

- 1. Detailed training and sensitization plan detailing approach towards assignment (including, but not limited to, existing materials, Codes of Conduct on media reporting etc.) and training plan (with outline of workshops, sessions, agenda, and other relevant matters) in consultation and collaboration with PMU-UNDP, support consultant, and key partners (such as UNAIDS)
- 2. Draft Training & Sensitization Package for Media Personnel on HIV Stigma & Discrimination
- 3. Rollout and facilitate Training & Sensitization Program for Media Personnel on HIV Stigma and Discrimination

F. Impact of Results:

As a result of the proposed activities, media personnel across Pakistan will be sensitized on prevalent stigma and discrimination against key populations and people living with or at risk of HIV, sensitive and inclusive reporting, and to lay the foundation for positive engagement amongst all relevant stakeholders.

Strengthened linkages with key strategic partners, including UNAIDS, government, particularly and national and provincial media institutions/personnel and CBOs (as well as key populations and communities of TG, MSM and FSWs) are envisioned by the end of 2022 through collaborative design and rollout of project activities and leveraging on knowledge and understanding on the major findings, best practices, lessons learned and what immediate, medium, and long-term practical actions for improving existing capacities are available to be capitalized upon for future HIV interventions.

G. Institutional Arrangement:

Total assignment is 50 working days spread over a period of four months. The duration of the contract will be from December 2022 till April 2023. The Consultant will report to the Team lead and Program Specialist of project.

H. Scope of Bid Price and Schedule of Payment

UNDP will pay the consultancy amount for the services provided based on the agreed financial proposal (per day basis). This is to note that the payment will be made at the end of each month upon submission of monthly report.

The financial proposal therefore must include the amount of the assignment (per day). Any additional travel/living costs will be paid by the project as per need for the duration of the assignment. Deliverables and payment schedule is given below for each deliverable:

Deliverables/ Outputs	% Payment	Due Date
Submission and approval of Draft Training & Sensitization Plan for	15%	End of December
Media Personnel on HIV Stigma & Discrimination		2022
Draft Training & Sensitization Package for Media Personnel on HIV	35%	February 2022
Stigma & Discrimination		
Draft Report on Rollout Training & Sensitization Program for Media	50%	April 2022
Personnel on HIV Stigma & Discrimination		

I. Qualification/Selection Criteria

Interested individuals for Expert for Training & Sensitization of Media Personnel on HIV Stigma & Discrimination in Pakistan should meet the following minimum qualification criteria:

- University Degree (or equivalent) in media studies, communications, social sciences or relevant discipline
- At least 3 years of relevant experience with national and provincial media institutions and/or associations in Pakistan
- At least 2 years of expertise in designing and rolling out of training programs on human rights, HIV, key populations and related issues for media personnel or related stakeholders.
- Background of working and reporting on issues of key populations with respect to human rights barriers including discriminatory laws/policies, stigma and discrimination, and related human rights and social exclusion issues
- High proficiency in English & Urdu: knowledge of local and colloquial languages is an advantage.
- Excellent analytical writing skills.

Criteria	Weight	Max. Point
Technical Competencies	70	
The candidate should have a University Degree (or equivalent) in media, communications, social sciences or relevant discipline	Pass/Fail	
At least 3 years of expertise in designing and implementing training and sensitization programs on human rights, HIV, key populations, and related issues for media personnel or related stakeholders.	Pass/Fail	
At least 2 years of relevant experience of engagement with national and provincial media institutions and/or associations	20	

Background of working a	and reporting on issues of key populations with	20				
respect to human rights						
stigma and discrimination						
issues						
Proposed Methodogy/Te	chnical Proposal	30				
Financial Proposal (Lowe	r Offer/Offer*100)	20				
Total Score		Technical s	core 80 + 20			
		Financial				
Weight per Technical C	ompetence					
Weak: Below 70%	The individual consultant/contractor has der	monstrated a	WEAK capacity			
	for the analyzed competence					
Satisfactory: 70-75%	The individual consultant/contractor has de	monstrated a	SATISFACTORY			
	capacity for the analyzed competence					
Good: 76-85%	The individual consultant/contractor has der	monstrated a	GOOD capacity			
	for the analyzed competence					
Very Good: 86-95%	The individual consultant/contractor has d	emonstrated	a VERY GOOD			
	capacity for the analyzed competence					
Outstanding: 96-100%	The individual consultant/contractor has der	The individual consultant/contractor has demonstrated a OUTSTANDING				
	capacity for the analyzed competence					

J. Underlying Mandatory Requirements

The selected individual and its staff are expected to conform to the following mandatory requirements:

- > Act in strict conformity to the laws of the country
- ➤ Not be affiliated or linked to any political party
- > Maintain strict neutrality and refrain from any activities which could be interpreted as biased
- > Act in accordance with the United Nations Code of Conduct

P-11 Form

UNITED NATIONS E	DEVELOPM	ENT PRO	GRAMM	IE				UN	1	
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 (su	rname)		2.	First names			3. Maiden n	ame, if applicable		
				1						
4. Date of birth day month yea		Place of b	irth	6. Nationali	ity at	7. List al national	l your current litylies)	8. Gender		
day month yea				Sirtii		national	inty(ics)	Male Female		
9. Marital status	Single	e □ Ma	arried [Separat	ed □	/idow(er)	Divorced			
Nations has respon- work or your ability	sibilities. [o you hav in air trav	e/exper /el?			•		I in which the United Ir prospective field of		
11. Permanent add	ress			Idress if differ in box 11	rent from		elephone number /Mobile;	rs		
Telephone No.		Teleph	one No			14. Pe	•	ofessional e-mail		
15. Have you any do	ependents	? Yes	No 🔲 I	If the answer	is "Yes", giv	e the foll	owing informatio	n:		
;Name	Date of b	irth	Relatio	onship	Name		Date of birth	Relationship		

16. Have you taken up legal permanent residence status in 17. Have						ave you taken any steps towards changing your				
any country other than that of your nationality?					present nationality?					
No Yes	·		•	No Yes						
If "Yes", which country(ies)?						s", explain fully:				
,	,, ,	•	•							
18. Are any of your	r family mem	bers (spouse	e/partner, father/r	nother,	brother/sis	ter, son/daugh	nter) employed in the UN			
Common System, ir	ncluding UND	P? Yes 🔲 N	No If "Yes", give	e the fo	llowing info	rmation:				
Name			Relationship)		Name of Org	ganization & Duty Station			
			•				•			
19.Do you have an	v other (exte	nded) famil	v members emplo	ved by	UNDP? No	Yes If	"Yes", give the following			
information:	,	,	,	, ,			, 8, 10, 11, 11, 11, 11, 11, 11, 11, 11, 11			
Na	me		Relation	nship		Name o	f Unit & Duty Station			
				•			•			
20. Would you acce	ept employme	ent for less t	han six months?	21. Ha	ave you bee	n interviewed	for any UNDP positions in			
Yes No No	,				•	ns? If so, for w	•			
						, ,,				
22.Languages –		Ability	to operate in the	listed la	anguage(s) i	n a work envii	ronment			
indicate mother			•							
tongue 1st										
_	Rea	ad	Write		Sp	peak	Understand			
	none		none		none		none			
	limited		limited		limited		limited			
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	knowledge		knowledge		knowledge		proficient			
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	limited		limited		limited		limited			
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	limited		limited		limited		limited			
		working		orking						
	knowledge		knowledge		knowledge		proficient			
	proficier	nt	proficient		proficie	ent				
	none		none		none		none			
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		wor	king 🔲		working		working	v	orking knowledge	
	knowled	ge	know	edge		knowledge		р	roficient	
proficient proficient proficient										
23. For General Ser	vice suppo	rt level po	osts only, inc	icate if y	ou have p	assed the fol	lowing tests:			
UN/ASAT – Adminis	strative Su	pport Asse	essment Test	(former	ly known	as clerical tes	st):			
No Yes 🗌 if "Ye	s", date ta	ken:								
UNDP/AFT – UNDP	Accounta	ncy and Fir	nance Test: I	lo 🔲 Ye	s 🔲 if "Y	es", date tak	en:			
24.EDUCATION : Giv	e full det	ails - NB P	lease give ex	act titles	of degree	es in original	language			
_	the job ap	plication (even if they	are not a	requiren	nent for the p	oost) must be	e comp	oleted at the time of	
the application.										
UNDP only recognize	_	-								
approved by compe				•		_				
work, degrees awar	ded for p	ayment of	fees only, ar	id degree	es grantin	g substantial	credits for "l	ifetim	e achievements" or	
"life/work experien	ce" will no	ormally no	t be recogniz	ed. Incor	mplete de	grees are un	acceptable to	o UND	P, regardless of	
whether they are as	ssociated	with a reco	ognized high	er educat	tional inst	itution.				
A. List all education	nal institut	ions atten	ded, includii	ng second	dary schoo	ol, and diplor	nas/degrees	or equ	uivalent	
qualifications obtai	ned (highe	st level ed	ducation first). Give th	ne exact n	ame of the ir	stitution and	d the t	itle of degrees,	
diplomas, etc. (Plea	se do not	translate (or indicate e	quivalent	t degrees)	•				
		Attend	led from/to	Deg	grees / Di	olomas	Main course	of	In person or	
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B. Post-qualification training courses / learning activities										
Name, place and country		Туре		Attended fr Mo/Year M		ar [rtificates or Diplomas obtained	In person or online/remote?		
C.UN Language Proficiency E	xams (if any)	1		T		T			
D. UNDP Certification Progra	mmes (if an	y)	1		T		T			
25. List membership of professional societies and activities in civic, public or international affairs										

26. List any sign received	26. List any significant publications you have written (do not attach them) or any special recognitions you have received								
27. Have you alr	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 PO	OST (Last post.	if not presently e	mploved)						
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				EMPLOYMENT TYPE: Full time:					
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				Do/did you supervise staff? If so: Number of professional staff supervised: Number of support staff supervised:					

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(b) your previou	us employers?	No 🗌	Yes				
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31. References:	list three perso	ns not rela	ted to you v	who are	familiar with your ch	naracter and qualif	ications and who
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UNDP will not se	eek a reference	from vour	current em	plover v	without obtaining pri	or consent. Howev	er, please note that
UNDP may seek							.,
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-		port of your applicati	on. Include information	on 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?									
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knowledge. I understartermination of my appe	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.								
	to UNDP or its ag	ent. My signature bel	ow releases the afore	institutions to release information said parties providing information ation obtained.					
DATE: SIGNATUR	RE:								
Note:									
Personal History form, P.11. The P.11 form is r	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.								
any documentary evid	lence until you h	ave been asked to d	o so and, in any eve	ve made above. Do not, however, send nt, do not submit the originals of any been obtained for the sole use of UNDP.					
If Degrees/Certificates request.	are in foreign la	inguage, you may be	e required to provide	e official English translation at time of					

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

G E N E R A L C O N D I T I O N S O F C O N T R A C T FOR THE SERVICES OF INDIVIDUAL CONTRACTORS

- 1. **LEGAL STATUS**: The Individual contractor shall have the legal status of an independent contractor visà-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 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.

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Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which

UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract

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

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

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

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

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

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

17. SETTLEMENT OF DISPUTES:

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

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

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

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

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

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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 for "Pak-HIV-UNDP-IC-2022-021" to UNDP Pakistan in accordance with the Price Schedule 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 day**s 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

Name and 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)						
Dea	ar Sir/Madam:						
I he	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]:						
	An all-inclusive daily fee of [state amount in words and in numbers indicating currency] A total lump sum of [state amount in words and in numbers, indicating exact currency], payable in the manner described in the Terms of Reference.						
F)	For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;						
G)	I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;						
H)	This offer shall remain valid for a total period of days [minimum of 90 days] after the submission deadline;						

I)	or siste	m that I have no first de er) currently employed w employing the relative, an	rith any UN age	ncy or office [disclose th	ne name of the					
J)	If I am	am selected for this assignment, I shall [please check the appropriate box]:								
		Sign an Individual Contract with UNDP; Request my employer [state name of company/organization/institution] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:								
K)	I hereb	y 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 of which I have submitte		e following work from (JNDP and/or of	ther entities for				
		Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount				

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

M)	If you are a former staff member of the L to your letter: I hereby confirm that I had before I can be eligible for an Individual Co	ave complied with the mir						
	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 international organization? YES NO of the answer is "yes"	•						
	Name	Relationship	Name of International Organization					
P)	Do you have any objections to our making	g enquiries of your presen	t employer?					
Q)	Are you now, or have you ever been a per YES NO If answer is "yes",	·	ir government's employ?					
R)	REFERENCES: List three persons, not rel qualifications.	lated to you, who are fa	miliar with your character and					
	Full Name	Full Email Address	Business or Occupation					
S)	Have you been arrested, indicted, or sum or convicted, fined or imprisoned for the v	riolation of any law (exclud	ing minor traffic violations)?					
cor om	ertify that the statements made by me in a rect to the best of my knowledge and be ission made on a Personal History form or the termination of the service contract or sp	lief. I understand that any other document requested	y misrepresentation or material d by the Organization may result					
	DATE:	SIGNATURE:						

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any

event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes [please check all that applies]:								
CV shall include Education/Qualification, Processional Certification, Employment Reco /Experience	ords							
Breakdown of Costs Supporting the Final All-Inclusive Price as per Template								
Brief Description of Approach to Work (if required by the TOR)								

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.

Sr. #	Description/Break-up of Financial Proposal	No of Working Days	Unit Cost (PKR)	Total Cost (PKR)
A.	Consultancy Fee:			
В.	Travel			
С	Others			
	Total			

Deliverables [list them as referred to in the TOR]	Percentage of Total Price (Weight for payment)	Amount (Currency)
Total	100%	

Name:	
Signature:	Date:

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