****

**Барномаи Рушди Созмони Милали Муттахид**

**United Nations Development Programme**

**28 February 2018**

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

**Country:** Tajikistan

**Description of Assignment:** *International Consultant for expansion of Tajik products to EU markets*

Project: “Wider Europe: Aid for Trade in Central Asia” (AFT)

**Period of assignment/services:** 30 working days within April –May 2018 (25 working days for home based work and 5 working days for 1 mission trip to Tajikistan (Dushanbe)

**Duty station:** Home-based with one mission to Tajikistan

**Type of Contract:** Individual Consultant (IC)

**Application Deadline:** 16 March 2018

***Application procedures***

Interested candidates are strongly encouraged to apply online via website www.jobs.undp.org

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload P11 Form. (If you already have a registered account, please use your login and password for further applying)

- Filled Personal History Form should be uploaded in your account. Please upload the exact P11 form instead of CV or Resume.

- Further, in the list of announced vacancies click on apply link beside the Vacancy post. You will be receiving a confirmation e-mail in short period to the address indicated in your account.

Additional documents should be sent to e-mail address [ic.tj@undp.org](mailto:ic.tj@undp.org), for proper evaluation:

• Proposal:

stating your interest and qualifications for the advertised position

provide a brief methodology on how they will approach and conduct the work

• Financial proposal

• P11 form/Personal CV including past experience in similar projects and at least 3 references

Please note that incomplete applications will not be further considered. Please make sure you have provided all requested materials

Candidates should submit the above-mentioned materials by 16 March 2018 via e-mail to [ic.tj@undp.org](mailto:ic.tj@undp.org) Title of assignment should be written in the subject line of the email

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail: [ic.tj@undp.org](mailto:ic.tj@undp.org).

**INTRODUCTION**

The UNDP-implemented regional project Wider Europe: Aid for Trade for Central Asia is designed in line with Finland’s Development Policy programme and UNDP’s development vision. It promotes inclusive, green economic growth through promoting trade and enhancing national competitiveness and sustainable development, by helping poor and vulnerable communities to share in the gains from trade.

Aid for Trade (AFT) is a global initiative that strengthens developing countries’ abilities to capture gains from international trade. Much of this agenda is focused on strengthening domestic production and competitiveness, via the creation of enabling business environments and building economic infrastructure. Activities coming under AFT fall into five categories: (1) trade policy and regulation; (2) trade development; (3) economic infrastructure; (4) productive capacity; and (5) adjustment costs.

UNDP’s approach use a human centric approach to trade. By helping poor and vulnerable households and communities start, expand, and formalize small and medium-sized companies that can participate in cross-border and regional trade and global value chains, this project expands people’s capacities, as well as promoting trade and reducing poverty. By helping trade policy makers to take advantage of the development opportunities presented by preferential trading arrangements and to better understand the socio-economic and environmental consequences of trade policies; this project strengthens the institutional capacities needed for inclusive growth and sustainable development. Trade and human development can therefore be mutually beneficial.

Phase III of the regional AFT project (2014-2017) built on the experiences and lessons learned of Phases I and II. The AFT needs assessments undertaken under Phase I in Central Asia, the South Caucasus, and Western CIS identified policy recommendations and technical assistance activities to help trade better contribute to human development and poverty reduction. In contrast to previous phases, Phase III focuses exclusively on the post-Soviet region’s low-income countries, which are located in Central Asia. AFT therefore emphasize close cooperation with other UNDP flagship national and sub-regional activities in the region, such as UNDP’s engagement in the Central Asian Regional Risk Assessment and Central Asian Regional Economic Cooperation processes (particularly in terms of trade corridors, and engagement with other development partners working on trade facilitation and trade policy in Central Asia), and its area-based/community-based/local development initiatives (including those undertaken under the Poverty-Environment Initiative).

The project has three components, working on three conceptual levels. On the macro level, component I focuses on capacity development for trade policy makers; on the meso level, component II strengthens trade support institutions; while on the micro level component III focuses on capacity development, helping agro-processing stakeholders to increase exports. The project is implemented in Tajikistan, Kyrgyzstan and Uzbekistan.

In 2013, Tajikistan became the 159th member of the World Trade Organization. With the accession to this organization, the economic relations in the country taken to another level. Membership in this organization provides additional opportunities for Tajikistan for formation in the country a transparent, and most importantly predictable trading system that meets international requirements and help solve the problems of finding export markets and improve the competitiveness of local products. Currently, the UNDP “Aid for Trade” project supports the government at national and local levels in improving trade policies, in development of trade development programs, implementation of commitments in the WTO, the National Development Strategy for 2016-2030, the etc.

In June 2015, the Ministry of Economic Development and Trade of the Republic of Tajikistan (MEDT) has requested UNDP to provide technical assistance for the development of the State Programme for export promotion and import substitution in the Republic of Tajikistan for 2016-2020 (EPIS). The State Program (EPIS) will serve as a trade roadmap of the country for the medium-term period from 2016 until 2020 and in the long term by integration to the National Development Strategy (NDS) for the period 2016-2030.

On November 26, 2016 by Governmental decree №503, the Government of the Republic of Tajikistan approved the State Programme for export promotion and import substitution in the Republic of Tajikistan for 2016-2020. Within this program, there was developed and adopted an Action Plan of measures on realization of this State Program, where priority #5.3 envisages **“Conduction of marketing research for new products and perspective niches for export”** and priority #5.5. envisages **“Assistance to export-oriented companies in development and implementation of export and marketing strategies”**.

In this regard, UNDP in the frame of its “Wider Europe: Aid for Trade in Central Asia” project, implemented in Tajikistan, intends to provide technical support to the Government of Tajikistan in the implementation of the State Programme for export promotion and import substitution in the Republic of Tajikistan for 2016-2020, by supporting above-mentioned priorities #5.3 and #5.5.

The Aid for Trade project in Tajikistan intends to hire an International Consultant to assess the potential of Tajik products for exporting to non-traditional EU markets. An International Consultant will be closely work with the Local Consultant who will be responsible for conducting of marketing research and identifying of 3 Tajik agricultural products having most high potential to export.

**DUTIES AND RESPONSIBILITIES**

Under the supervision of the National Coordinator of Aid for Trade project in Tajikistan, the International Consultant (IC) will undertake the following tasks:

1. Based on the assessment of Tajik agricultural products, performed by Local Consultant, identify a concrete EU countries markets, having a high demand for the identified Tajik agricultural products, as well as their specific markets’ demand and requirements for each of the products. The [TradeMap](http://www.trademap.org) tools and other tools should be used for finding potential export markets of concrete EU countries.
2. Define the specific EU countries requirements, for each of the identified products, which will include: import and export requirements (documents required, licenses, common export documents for shipment, etc.), required laboratory tests and documents, required certification for export and import documents, customs regulations as well as packaging standards.
3. Identify the main prospective partners/buyers, as well as their needs in terms of volumes, quality, packaging and shipment frequency.
4. Define the main hurdles/barriers in markets entry for each of the identified product and provide solutions on how to resolve them.
5. Develop 3 Export marketing strategies for the identified agricultural products. The Export marketing strategy should consist of recommendations on assessing target markets, export potential of the products, products promotion, pricing, market channels, export volume needed, price and volume comparison, organoleptic characteristics of the products (tasty, odor, colour, etc.), main buyers and resellers, quality comparison, niche and concentration of the products on identified markets, transportation costs till target markets, how to start export to identified EU countries markets and other information and requirements.

Therefore, the following below steps, should be undertaken:

* Analyze current market situation in EU and identify competitors (4P’s). Collect data on EU consumers, competitors and market place and consolidate information into actionable items, reports and presentations. Identify potential needs of the customers and explore future trends. Understand business objectives and design surveys to discover prospective customers’ preferences.
* Explore the top three EU markets that appear to have the best potential for three identified products. Analyze the Market Factors and Conditions in Each of the Selected Countries. Review cultural attributes geographical characteristics, political stability, demographic characteristics, and market size and growth rates. Provide a sound assessment of a foreign market. What might the barriers be? What makes it a good market to enter? How will the local culture influence the sales of product?
* Provide list of pros/cons in terms of business implementation in each market paying attention to potential language barriers, legal restrictions, logistical challenges and payment problems that might prevent business doing/implementation in a particular market.
* Conduct participant test research of a single product (monadic testing) and fill out a survey on the “key performance indicators” like likelihood of purchase or, it can outline the various sensory qualities (appearance, flavor, etc.)
* Conduct an analysis of product strengths and weaknesses in a selected market. Will the identified products be in the low, middle or high-end pricing level? Are there similar products currently available in the selected market? If so, who is producing them? Where are they based? Can you compete? Why would you? How would you?
* Conduct tests of marketing message and marketing materials from traditional focus groups to mall intercept studies and online research.
* Draft diminishing return strategy including revision of marketing message, revising package etc. based on conducted monitoring of product lifecycle in order to remain fully informed on market trends, other parties researches and implement best practices.
* Evaluate data using statistical techniques and software and interpret what the data mean for the clients, and forecast future trends.

1. Prepare a list of potential buyers and provide the recommendations on entering of Tajik products to the new markets and provide assistance in establishing of business links between Tajik exporters and EU buyers.
2. Define the most relevant exhibitions in EU countries in regard to the identified Tajik agricultural products, prepare a list of exhibitions with the contact data.
3. Organize and conduct the B2B meeting between Tajik businesses and stakeholders from identified EU country markets (importers, trade support institutions) or Business mission of Tajik exporters to identified EU countries. Make presentation on defined markets and findings, as well as prepare a tentative list of participants from both sides, the programme and concept of the meeting or mission, etc. Assist in arrangement of participation of the identified relevant stakeholders from or to EU countries.
4. Prepare an assessment report and narrative report on conducted activities.
5. Provide 3 Final versions of Export marketing strategies for the identified Tajik agricultural products.

*For detailed information, please refer to annex 2‐ Terms of Reference.*

**REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

**Corporate competencies:**

* Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism;
* Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

**Functional competencies:**

* Strong interpersonal skills, communication and diplomatic skills, ability to work in a team;
* Ability to receive/integrate feedback;
* Ability to work under pressure and stressful situations;
* Ability to plan and organize his/her work, efficient in meeting commitments, observing deadlines and achieving results;
* Strong analytical, reporting and writing abilities.

**Qualifications:**

* Master Degree in Business and Administration or related discipline **(A);**
* At least 10 years work experience in area of conduction market assessment and B2B matching activities **(B);**
* At least 5 years of working with Central Asian and EU markets and companies**(C);**
* Experience in Tajikistan and knowledge about Tajik products is considered an asset **(D);**

**Languages:**

* Language skills: fluent English is required, Russian is considered an asset **(E);**

**DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

Qualified candidates are requested to apply online via this website. The application should contain:

* **Cover letter** explaining why you are the most suitable candidate for the advertised position and a **brief methodology** on how you will approach and conduct the work. The Methodology is a subject for evaluation (Criteria E).
* Please paste the letter into the "Resume and Motivation" section of the electronic application.
* **Filled P11** form including past experience in similar projects and contact details of referees (blank form can be downloaded from <http://europeandcis.undp.org/files/hrforms/P11_modified_for_SCs_and_ICs.doc>); please upload the P11 instead of your CV.

**Financial Proposal** - specifying a total lump sum amount in US Dollar (USD) for the tasks specified in this announcement. The financial proposal shall include a breakdown of this lump sum amount (number of anticipated working days, travel, per diems and any other possible costs). Please note that the **financial proposal is all-inclusive** and shall take into account various expenses incurred by the consultant/contractor during the contract period including any relevant missions to Tajikistan (e.g. fee, health insurance, vaccination, personal security needs and any other relevant expenses related to the performance of services...). All envisaged **travel costs** must be included in the financial proposal. This includes all travel to join duty station/repatriation travel.

*Regardless of purpose of travel, the prevailing price for an economy class tickets serving the most direct routes to be travelled shall apply for all ICs. In general, UNDP should not accept travel costs exceeding those of a full-fare economy class ticket. Individual Contractors wishing to upgrade their travel to business or first class shall do so at their own expense.*

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

*ICs may allocate living allowances for them when an assignment requires travel, and include such allowances in their financial proposals. Such living allowances may be lower or equal to UN DSA rates, but under no circumstance should they be higher than UN DSA rates. (UN DSA rate for Dushanbe - 170 USD, for Regional Centers – 90 USD and elsewhere - 51 US).*

Please use the Template of Submission of Financial Proposal provided in Annex I**.**

* Incomplete applications will not be considered. Please make sure you have provided all requested materials

**Payments** will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner.

Individual Consultants are responsible for ensuring they have **vaccinations**/inoculations when travelling to certain countries, as designated by the UN Medical Director. Consultants are also required to comply with the UN **security directives** set forth under dss.un.org. General Terms and conditions as well as other related documents can be found under: <http://on.undp.org/t7fJs>

**EVALUATION**

Project evaluation consultants will be evaluated based on the cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated as responsive/compliant/acceptable and having received the highest score out of the below set weighted technical and financial criteria:

\* Evaluation of Technical Proposal: Criteria weight – 70%;

\* Evaluation of Financial Proposal: Criteria weight – 30%

| **Technical Proposal Evaluation** | | **Points (weights)** |
| --- | --- | --- |
| **1** | University Degree in Business and Administration or related discipline (A) | Max 5 |
| **2** | At least 10 years work experience in area of conduction market assessment and B2B matching activities (B) | Max 20 |
| **3** | At least 5 years of working with Central Asian and EU markets and companies(C); | Max 15 |
| **4** | Experience in Tajikistan and knowledge about Tajik products is considered an asset (D); | Max 5 |
| **5** | Technical proposal (Methodology). Relevance of Technical Proposal for effective and results based implementation of assigned actions (F); | Max 20 |
| **6** | Language skills: fluent English is required, Russian is considered an asset (E); | Max 5 |
|  | **Total Technical** | **Max 70 points**  **Min 49 points** |

Only candidates obtaining a minimum of 49 points for Technical Proposal would be considered for the Financial Evaluation.

**ANNEXES:**

**ANNEX 1. FINANCIAL PROPOSAL SUBMISSION FORM**

**ANNEX 2. TERMS OF REFERENCES (TOR)**

**ANNEX 3. INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 4. SAMPLE INDIVIDUAL CONTRACT**

**ANNEX 1**

**BREAKDOWN OF COSTS**

**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

Having examined the Solicitation Documents, I, the undersigned, offer to provide all the services in the TOR for the sum of \_\_\_\_\_\_\_\_\_\_\_\_

This is a lump sum offer covering all associated costs for the required service (fee, meal, accommodation, travel, etc.).

**a) Breakdown of Cost by Components in (pls. indicate the currency): \_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |
| --- | --- | --- | --- |
| ***Cost components*** | ***Unit cost*** | ***Quantity*** | ***Total rate for the Contract Duration*** |
| **I. *Personnel Cost*** |  |  |  |
| Professional fee |  | **30 days** |  |
| Life/medical insurance |  |  |  |
| Communications |  |  |  |
| Other (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |
| **II. *Duty Travel*** |  |  |  |
| Travel to duty station (if required) |  |  |  |
| Travel to project sites (if indicated in ToR) |  |  |  |
| Living allowance |  |  |  |
| Travel Insurance |  |  |  |
| Others (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |

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

|  |  |  |  |
| --- | --- | --- | --- |
| ***Deliverables***  ***[list them as referred to in the TOR]*** | ***Indicative***  ***time-frame***  ***(subject to revision)*** | ***Percentage of Total Price (Weight for payment)*** | ***Amount*** |
| Deliverable 1 |  |  |  |
| Deliverable 2 |  |  |  |
| …. |  |  |  |
| **Total** |  | 100% |  |

*\*Basis for payment tranches*

|  |  |  |
| --- | --- | --- |
| ***Name:*** | ***Signature:*** | ***Date:*** |

***Proposed by:***

**ANNEX 2**

**TERMS OF REFERENCES (ToR)**

*Consultancy title:* International Consultant for expansion of Tajik products to EU markets

*Project:* “Wider Europe: Aid for Trade in Central Asia” (AFT)

*Type of Contract:*Individual Consultant (IC)

*Language required:* English

*Duration:*  30 working days within April 2018– May 2018

*Location:* Home-based with one mission to Tajikistan, Dushanbe (approx. 5 days)

1. **Background:**

The UNDP-implemented regional project Wider Europe: Aid for Trade for Central Asia is designed in line with Finland’s Development Policy programme and UNDP’s development vision. It promotes inclusive, green economic growth through promoting trade and enhancing national competitiveness and sustainable development, by helping poor and vulnerable communities to share in the gains from trade.

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1. **Description of responsibilities:**

Under the supervision of the National Coordinator of Aid for Trade project in Tajikistan, the Individual Consultant (IC) will undertake the following tasks:

* 1. Based on the assessment of Tajik agricultural products, performed by Local Consultant, identify a concrete EU countries markets, having a high demand for the identified Tajik agricultural products, as well as their specific markets’ demand and requirements for each of the products. The [TradeMap](http://www.trademap.org) tools and other tools should be used for finding potential export markets of concrete EU countries.
  2. Define the specific EU countries requirements, for each of the identified products, which will include: import and export requirements (documents required, licenses, common export documents for shipment etc.), required laboratory tests and documents, required certification for export and import documents, customs regulations as well as packaging standards.
  3. Identify the main prospective partners/buyers, as well as their needs in terms of volumes, quality, packaging and shipment frequency.
  4. Define the main hurdles/barriers in markets entry for each of the identified product and provide solutions on how to resolve them.
  5. Develop 3 Export marketing strategies for the identified agricultural products. The Export marketing strategy should consist of recommendations on assessing target markets, export potential of the products, products promotion, pricing, market channels, export volume needed, price and volume comparison, organoleptic characteristics of the products (tasty, odor, colour etc.), main buyers and resellers, quality comparison, niche and concentration of the products on identified markets, transportation costs till target markets, how to start export to identified EU countries markets and other information and requirements.

Therefore, the following below steps, should be undertaken:

* Analyze current market situation in EU and identify competitors (4P’s). Collect data on EU consumers, competitors and market place and consolidate information into actionable items, reports and presentations. Identify potential needs of the customers and explore future trends. Understand business objectives and design surveys to discover prospective customers’ preferences.
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* Provide list of pros/cons in terms of business implementation in each market paying attention to potential language barriers, legal restrictions, logistical challenges and payment problems that might prevent business doing/implementation in a particular market.
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* Conduct tests of marketing message and marketing materials from traditional focus groups to mall intercept studies and online research.
* Draft diminishing return strategy including revision of marketing message, revising package etc. based on conducted monitoring of product lifecycle in order to remain fully informed on market trends, other parties researches and implement best practices.
* Evaluate data using statistical techniques and software and interpret what the data mean for the clients, and forecast future trends.
  1. Prepare a list of potential buyers, and provide the recommendations on entering of Tajik products to the new markets and provide assistance in establishing of business links between Tajik exporters and EU buyers.
  2. Define the most relevant exhibitions in EU countries in regard to the identified Tajik agricultural products, prepare a list of exhibitions with the contact data.
  3. Organize and conduct the B2B meeting between Tajik businesses and stakeholders from identified EU country markets (importers, trade support institutions) or Business mission of Tajik exporters to identified EU countries. Make presentation on defined markets and findings, as well as prepare a tentative list of participants from both sides, the programme and concept of the meeting or mission, etc. Assist in arrangement of participation of the identified relevant stakeholders from or to EU countries.
  4. Prepare an assessment report and narrative report on conducted activities.
  5. Provide 3 Final versions of Export marketing strategies for the identified Tajik agricultural products.

**Deliverables and Payment schedule:**

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Deliverables**  ***(as in the Terms of Reference)*** | **Payment schedule** | **Indicative**  **time-frame**  ***(subject to revision)*** |
| **1** | * The methodology and approach for the assessment of concrete EU markets in English elaborated and provided; * The structure of the Export marketing strategies with its main headings in English provided; * The structure of the report with its main headings in English provided; | 30% of total cost, upon satisfactory submission of deliverable 1 and acceptance by the responsible UNDP officer | **20 April 2018** |
| **2** | * Report on conducted assessment of EU markets and 3 Tajik products having high potential to export to identified EU markets with findings in English prepared and provided to UNDP; * Report on identified EU markets requirements and existing barriers for each defined Tajik products, as well as on defined EU markets opportunities (demand, potential buyers, export volume, required standards etc.) in English prepared and provided; * Final versions of Export marketing strategies in English with all relevant documents provided; * The list of the most relevant exhibitions in EU countries to promote Tajik products prepared and provided; * A Concept Note and Programme for B2B meeting between Tajik and EU countries stakeholders or Business mission to EU countries, list of participants, a presentation (in PowerPoint) on main findings and recommendations in English, etc. provided; | 70% of total cost, upon satisfactory submission of deliverable 2 and acceptance by the responsible UNDP officer | **20 May 2018** |

1. **Competencies**

**Corporate competencies:**

* Demonstrates integrity by modelling the UN’s values and ethical standards;
* Promotes the vision, mission, and strategic goals of UNDP;
* Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
* Treats all people fairly without favouritism;
* Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

**Functional competencies:**

* Strong interpersonal skills, communication and diplomatic skills, ability to work in a team;
* Ability to receive/integrate feedback;
* Ability to work under pressure and stressful situations;
* Ability to plan and organize his/her work, efficient in meeting commitments, observing deadlines and achieving results;
* Strong analytical, reporting and writing abilities.

1. **Qualifications**

* Master Degree in Business and Administration or related discipline
* At least 10 years work experience in area of conduction market assessment and B2B matching activities
* At least 5 years of working with Central Asian and EU markets and companies;
* Experience in Tajikistan and knowledge about Tajik products is considered an asset;

**Languages:**

* Language skills: fluent English is required, Russian is considered an asset

**ANNEX 3**

**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 vis-à-visthe 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 Contract 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.

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.**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 4**

**UNITED NATIONS DEVELOPMENT PROGRAMME**



**Contract for the services of an Individual Contractor**

**No. IC/2017/\_\_**

This Individual Contract is entered into on **\_\_\_\_\_** between the United Nations Development Programme (hereinafter referred to as “UNDP”) and **\_\_\_\_\_\_** (hereinafter referred to as “the Individual Contractor”) whose address is **\_\_\_\_\_\_\_\_\_\_\_**.

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Nature of services**

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as *Annex I* in the following Duty Station(s): **\_\_\_\_\_\_\_\_**.

1. **Duration**

This Individual Contract shall commence on **\_\_\_\_\_\_\_\_\_**, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than **\_\_\_\_\_\_\_\_**, unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at www.undp.org/procurement and are attached hereto as *Annex II.*

1. **Consideration**

As full consideration for the services performed by the Individual Contractor under the terms of this Contract, including, unless otherwise specified, his/her travel to and from the Duty Station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of **\_\_\_\_\_\_\_\_\_** in accordance with the table set forth below. Payments shall be made following certification by UNDP that the services related to each Deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

|  |  |  |
| --- | --- | --- |
| **DELIVERABLE** | **DUE DATE** | **AMOUNT IN USD** |
|  |  |  |
|  |  |  |

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP’s expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

1. **Rights and Obligations of the Individual contractor**

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

* **The Individual Contractor is (not) required to submit a Statement of Good Health and confirmation of immunization.**

1. **Beneficiary**

The Individual Contractor selects **\_\_\_\_\_\_\_\_\_\_** as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Mailing address, email address and phone number of emergency contact (if different from beneficiary): **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at** www.undp.org/procurement **and attached hereto in Annex II which form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General’s bulletins ST/SGB/2003/13 of 9 October 2003, entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse” and ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission”.**

**AUTHORIZING OFFICER: INDIVIDUAL CONTRACTOR:**

**­­­­­­­­­­­­­­­­­**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**