

**INDIVIDUAL CONSULTANT PROCUREMENT NOTICE**

Date: 05/09/2018

**Country:** Tajikistan

**Description of Assignment:** International Consultant to carry out Final Evaluation of the UNDP Project “Strengthening Preparedness and Response Capacities” (SPRC)

**Period of assignment/services:** 10 working days (September-October 2018)

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

**Deadline for application:**

**Duty station:** Home-based with 1 mission to Dushanbe, Tajikistan

**Application procedures:**

Interested candidates are strongly encouraged to apply online via website [www.jobs.undp.org](http://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 , 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

• 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 19 September 2018 via e-mail to 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

1. **BACKGROUND**

Tajikistan, with 93% of its territory covered with mountains, is disaster prone country. Mudflows, landslides and floods are most frequent, followed by avalanches and small-scale earthquakes. Disasters in Tajikistan are most often local, frequently affecting the more inaccessible piedmont and mountain areas of the country.

In 2016, Disaster Risk Management Programme (DRMP) of United Nations Development Programme (UNDP) in Tajikistan has launched the new project on “Strengthening Preparedness and Response Capacities” (SPRC) which was implemented from 2016-2018 in close cooperation with the Committee for Emergency Situations and Civil Defense under the Government of the Republic of Tajikistan. The main goal of the project was to build the capacities of the Committee of Emergency Situations and Civil Defense in preparedness to disaster response operations and strengthen the National disaster response system in Tajikistan.

The Component 1 of the project dealt with the establishment of a Unified Emergency Preparedness and Response System for emergency situations to ensure better coordination of the preparedness and response amongst government structures. In particular the legislation basis will be reviewed to develop a roadmap for setting this system, based on the Russian model of unified preparedness and response system, including development of the system protocols and SOPs.

The Component 2 of the project supplemented Component 1 by building the technical capacities on disaster preparedness and response, and targeted the Search and Rescue teams. In addition to already revealed gaps, a capacity needs assessment, institutional and technical with special focus to central SAR teams was conducted. Procurement of heavy machinery to improve preparedness and to enable timely and qualified response was prioritized within this component. To ensure the proper O&M of the equipment, a business plan was developed.

By the end of this project, it is expected that the government structures will be able to coordinate effectively and the development of response plan in case of disasters, and lead the search and rescue interventions.

Project interventions contributed to the United Nations Development Assistance Framework/Coutnry Programme Document outcomes that states *“People in Tajikistan are more resilient to natural and man-made disasters resulting from improved policy and operational frameworks for environmental protection and sustainable management of natural resources”*, and, furthermore, contribute to the overall development challenge of Sustainable Development Goal 13 that addresses combating climate change and its impacts.

1. **PURPOSE**

UNDP in Tajikistan is seeking for an International Consultant, who, in consultation with UNDP CO Programme Analyst on Energy and Environment, Crisis Prevention and Recovery, as well as in close cooperation with key national stakeholders and other relevant counterparts will bear responsibility to conduct Final Evaluation of the UNDP project “Strengthening Preparedness and Response Capacities” (SPRC) in accordance with the guidance, rules and procedures established by UNDP and as reflected in the UNDP Evaluation Policy.

The main purpose of the Final Evaluation is to assess whether the project achieved or did not achieve results outlined in the Project Document as well as to critically examine the presumed causal chains, processes and contextual factors that enhanced or impeded the achievement of results.

The key elements of the methodology to be used during the Project Final Evaluation will consist of (but not limited to) the following:

* Documentation review (desk study);
* Interview(s) with key partners and stakeholders;
* Focus groups;
* Questionnaires;
* Participatory techniques, SWOT analysis and other approaches for data gathering and analysis.

An assessment of project performance will be carried out, based against expectations set out in the Project Logical Framework/Results Framework which provides performance and impact indicators for project implementation along with their corresponding means of verification.

1. **THE SCOPE OF WORK**

The International Consultant will be responsible to assess the achievement of Project results and draw lessons that can both improve the sustainability of benefits from this project, and aid in the overall enhancement of UNDP programming. Specifically, an International Consultant is expected to undertake the following tasks:

* Detailed desk review of the documents produced during the project implementation period (both by Project and Government) , development of an Inception Report, consisting of draft methodology, detailed work plan and Final Evaluation (FE) outline (*No later than 2 weeks before the evaluation mission*);
* Briefing with UNDP Country Office team, agreement on the methodology, scope and outline of the FE report *(1 day);*
* Interviews with stakeholders, project implementation partners, relevant Government, NGO and donor representatives and UNDP Regional Technical Advisor *(maximum 3 days);*
* Site visit to the project pilots *(1 day);*
* Debriefing with UNDP Country Office team (*1 day*);
* Development and submission of the first draft of FE report. The draft will be shared with the UNDP Country Office team, UNDP Regional Technical Advisors and key project stakeholders for review and commenting (*within 2 weeks of the evaluation mission)*.
* Finalization and submission of the Final Evaluation report through incorporating suggestions received on the draft report *(within 2 weeks after the receipt of final comments from UNDP);*
* Based on the results of the Evaluation, development of at least 2 knowledge products, in line with UNDP’s format of success stories/ lessons learnt *(4 days).*
* Supervision of the work of the National Consultant *(during entire evaluation period).*

The International Consultant is expected to frame the evaluation effort using the criteria of relevance, effectiveness, efficiency, sustainability, and impact, as defined and explained in the UNDP corporate policies and guidelines:

*Relevance*

* Assess the contribution of the Project towards the achievement of national objectives, UNDAF goals/outputs and UNDP Strategic Plan.
* Analyze whether the project’s overall interventions address the needs and demands of the beneficiaries.

*Effectiveness*

* Review whether the Project has accomplished its outputs.
* Assess the performance of the Project with particular reference to qualitative and quantitative achievements of outputs and targets as defined in the Project documents and work-plans and with reference to the Project baseline.
* Analyze the underlying factors within and beyond implementing agency’s (UNDP) control that affect the Project (including analysis of the strength, weaknesses, opportunities and threats affecting the achievement of the Project).
* Assesses to what extent the project has addressed gender considerations and promoted gender equality throughout its implementation

*Efficiency*

* Assess whether the Project has utilized Project funding as per the agreed work plan to achieve the projected targets.
* Analyze the role of the Project Steering Committee (PSC) and whether this forum is optimally being used for decision making.
* Assess the timeline and quality of the reporting followed by the Project.
* Analyze the performance of the M&E mechanism of the Project and the use of various M&E tools (any socio-economic data available to the project etc.).
* Assess the qualitative and quantitative aspects of management and other inputs (such as equipment, monitoring and review and other technical assistance and budgetary inputs) provided by the project vis-à-vis achievement of outputs and targets.
* Identify factors and constraints, which have affected Project implementation including technical, managerial, organizational, institutional and socio-economic policy issues in addition to other external factors unforeseen during the Project design.

*Sustainability and Impact*

* Assess preliminary indications of the degree to which the Project results are likely to be sustainable beyond the Project’s lifetime (both at the community and government level), and provide recommendations for strengthening sustainability.
* Assess the sustainability of the Project interventions in terms of their effect on environment.

*Network /linkages*

* Evaluate the level, degree and representation by the beneficiaries and stakeholders, (government and donor partners etc.) in the implementation of the Project (with particular attention to the development, testing of community based approaches towards assets creation and income diversification, especially for poor and women and accessing technical assistance inputs outside the project).
* Assess the Project’s knowledge management strategy and outreach and communications to all stakeholders.

*Lessons learnt/ Conclusions*

* Analyze areas for improved programme planning, especially with respect to setting targets, relevance and capacity of institutions for project decision making and delivery.
* Identify significant lessons or conclusions which can be drawn from the Project in terms of effectiveness, efficiency, sustainability and networking. Special attention may be given to the security situation and the coping strategies developed by the project to maintain work momentum.
1. **DELIVERABLES:**

The following deliverables and indicative schedule are expected from the consultancy contract. The final schedule will be agreed upon prior signing the contract, in the beginning of consultancy assignment.

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| --- | --- | --- |
| # | **Deliverable** | **Approx. Timeframe** |
|  | **Inception Report,** outlining methodology and in-country mission dates. The Inception report should include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product. | No later than 2 weeks before the in-country evaluation mission.  |
|  | **Draft Evaluation report[[1]](#footnote-1)** that should **meet quality standards** and provide practical, feasible **recommendations** supported by robust evidentiary basis and linked to the findings and conclusions around key questions addressed by the evaluation | Within 2 weeks of the in-country evaluation mission |
| 4.  | **Final Evaluation Report**, with annexes | Within 2 weeks of receiving UNDP comments on the draft report |

**For detailed information, please refer to Annex II‐ Terms of Reference.**

**Important note.** Evaluations in UNDP will be conducted in accordance with the principles outlined in the UNEG ‘Ethical Guidelines for Evaluation’64 and should describe critical issues evaluators must address in the design and implementation of the evaluation, including evaluation ethics and procedures to safeguard the rights and confidentiality of information providers, for example: measures to ensure compliance with legal codes governing areas such as provisions to collect and report data, particularly permissions needed to interview or obtain information about children and young people; provisions to store and maintain security of collected information; and protocols to ensure anonymity and confidentiality.

1. **MINIMUM QUALIFICATIONS:**

**Education:**

* Advanced university degree (Master’s Degree or equivalent) in Disaster Risk Management, Environmental Management, Development Studies, Urban and Regional Planning or other relevant discipline.

**Experience:**

* At least 5 years of professional experience in the field of Disaster Risk Management, Climate Risk Reduction, Resilient Building, Vulnerability Reduction or a related field;
* At least 5 years of proven professional experience in conducting project evaluations, consultancies and or developing capacity building programming for UN funded projects.
* Proven experience in report writing and drafting;
* Demonstrated experience in development of recommendations focused on results and impact, with a strong understanding of value for money concepts;
* Past experience in working with the UN, and UNDP in particular, would be an advantage;

**Languages:**

* Fluency in English is required; Working knowledge of Russian will be considered as an asset.

**KEY COMPETENCIES**

*Functional Competencies:*

* Professionalism;
* Communication;
* Teamwork;
* Accountability.

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

Interested individual consultants must submit the following documents/information to demonstrate their

Qualifications:

* ***Proposal:***
	+ **Explaining why they are the most suitable for the work**
	+ **Provide a brief methodology on how they will approach and conduct the work**
* ***Financial proposal***
* ***Personal CV* including past experience in similar projects and at least 3 references**
1. **FINANCIAL PROPOSAL**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The Financial proposal must indicate the Professional fee only, which is required for execution of tasks.

*At any time upon the submission of the proposal, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the proposal.*

*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.*

*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 USD).*

1. **TRAVEL**

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

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

1. **EVALUATION**

Individual consultants will be evaluated based on a cumulative analysis methodology. The award of the Contract shall be made to the individual consultant whose offer has been evaluated and determined as:

a) responsive/compliant/acceptable, and

b) Having received the highest score out of a weighted set of technical and financial criteria.

\* Technical Criteria weight – 70%;

\* Financial Criteria weight – 30%;

|  |  |  |
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| ***Criteria*** | ***Weight*** | ***Max. Point*** |
| ***Technical*** | ***70%*** | ***70*** |
| Advanced university degree (Master’s Degree or equivalent) in Disaster Risk Management, Environmental Management, Development Studies, Urban and Regional Planning or other relevant discipline.  |  | *15* |
| At least 5 years of professional experience in the field of Disaster Risk Management, Climate Risk Reduction, Resilient Building, Vulnerability Reduction or a related field |  | *20* |
| Technical Proposal/Methodology |  | *20* |
| At least 5 years of proven professional experience in conducting project evaluations or consultancy services for GEF-funded projects  |  | *15* |
| ***Financial*** | ***30%*** | ***30*** |

**Only candidates obtaining a minimum of 49 points in Technical Criteria evaluation will be considered for the Financial Evaluation**.

**X. PAYMENT**

Payments are based upon output, i.e. upon delivery of the services specified in the TOR that contributed to the overall project deliverables as stated above under “Expected Deliverables.

An International Consultant shall receive payment in three installments from UNDP as follows:

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| --- | --- |
| % | Milestone |
| 20% | At contract signing, advance payment to cover mission related expenses  |
| 40% | Following submission and approval of the 1st draft of the Final Evaluation report |
| 40% | Following submission and approval (UNDP-CO and UNDP RTA) of the Final Evaluation report  |

**ANNEXES**

**ANNEX 1 – SAMPLE OF EVALUATION REPORT**

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

**ANNEX 3 - FINANCIAL PROPOSAL FORM**

**ANNEX 4 – INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX 5 – SAMPLE INDIVIDUAL CONTRACT**

**Since UNDP currently has a majority of male employees, we strongly encourage qualified female applicants for this position. UNDP seeks to ensure that male, female employees are given equal career opportunities, and that staff members are able to keep an appropriate balance between work and private life.**

ANNEX I

**Sample of the Evaluation Report**

The evaluation report should be complete and logically organized. It should be written clearly and understandable to the intended audience.

The report should also include the following:

**Title and opening pages—**Should provide the following basic information:

* Name of the evaluation
* Time frame of the evaluation and date of the report
* Names and organizations of evaluators
* Name of the organization commissioning the evaluation
* Acknowledgements

**Table of contents—**Should always include boxes, figures, tables and annexes with page references.

**List of acronyms and abbreviations**

**Executive summary —** A stand-alone section of two to three pages that should:

* Briefly describe the project that was evaluated.
* Explain the purpose and objectives of the evaluation, including the audience for the evaluation and the intended uses.
* Describe key aspect of the evaluation approach and methods.
* Summarize principle findings, conclusions, and recommendations.

**Introduction—**Should:

* Explain why the evaluation was conducted (the purpose), why the project is being evaluated at this point in time, and why it addressed the questions it did.
* Identify the primary audience or users of the evaluation, what they wanted to learn from the evaluation and why, and how they are expected to use the evaluation results.
* Acquaint the reader with the structure and contents of the report and how the information contained in the report will meet the purposes of the evaluation and satisfy the information needs of the report’s intended users.

**Description of the project —**Provides the basis for report users to understand the logic and assess the merits of the evaluation methodology and understand the applicability of the evaluation results. The description needs to provide sufficient detail for the report user to derive meaning from the evaluation.

The description should:

* Describe **what is being evaluated**, **who seeks to benefit**, and the **problem or issue** it seeks to address.
* Explain the **expected results map or results framework**, **implementation strategies**, and the key **assumptions** underlying the strategy.
* Link the project to **national priorities**, **country specific plans and goals**, UNDAF priorities, **corporate UNDP Strategic Plan 2018-2021;**
* Identify the **phase** in the implementation of the project and any **significant changes** (e.g., plans, strategies, logical frameworks) that have occurred over time, and explain the implications of those changes for the evaluation.
* Identify and describe the **key partners** involved in the implementation and their roles.
* Describe the **scale of the project**, such as the number of components (e.g.,phases of a project) and the size of the target population for each component.
* Indicate the **total resources**, including human resources and budgets.
* Describe the context of the **social, political, economic and institutional factors**, and the **geographical landscape** within which the project operates and explain the effects (challenges and opportunities) those factors present for its implementation and outcomes.
* Point out **design weaknesses** (e.g., project logic) or other **implementation constraints** (e.g., resource limitations).

**Evaluation scope and objectives—**The report should provide a clear explanation of the evaluation’s scope, primary objectives and main questions.

* *Evaluation scope*—The report should define the parameters of the evaluation, for example, the time period, the segments of the target population included, the geographic area included, and which components, outputs or outcomes were and were not assessed.
* *Evaluation objectives*—The report should spell out the types of decisions evaluation users will make, the issues they will need to consider in making those decisions, and what the evaluation will need to achieve to contribute to those decisions.
* *Evaluation criteria*—The report should define the evaluation criteria or performance standards used. The report should explain the rationale for selecting the particular criteria used in the evaluation.
* *Evaluation questions*—Evaluation questions define the information that the evaluation will generate. The report should detail the main evaluation questions addressed by the evaluation and explain how the answers to these questions address the information needs of users.

**Evaluation approach and methods—**The evaluation report should describe in detail the selected methodological approaches, methods and analysis; the rationale for their selection; and how, within the constraints of time and money, the approaches and methods employed yielded data that helped answer the evaluation questions and achieved the evaluation purposes. The description should help the report users judge the merits of the methods used in the evaluation and the credibility of the findings, conclusions and recommendations.

The description on methodology should include discussion of each of the following:

* *Data sources*—The sources of information (documents reviewed and stakeholders), the rationale for their selection and how the information obtained addressed the evaluation questions.
* *Sample and sampling frame*—If a sample was used: the sample size and characteristics; the sample selection criteria (e.g., single women, under 45); the process for selecting the sample (e.g., random, purposive); if applicable, how comparison and treatment groups were assigned; and the extent to which the sample is representative of the entire target population, including discussion of the limitations of the sample for generalizing results.
* *Data collection procedures and instruments*—Methods or procedures used to collect data, including discussion of data collection instruments (e.g., interview protocols), their appropriateness for the data source and evidence of their reliability and validity.
* *Performance standards*—The standard or measure that will be used to evaluate performance relative to the evaluation questions (e.g., national or regional indicators, rating scales).
* *Stakeholder engagement*—Stakeholders’ engagement in the evaluation and how the level of involvement contributed to the credibility of the evaluation and the results.
* *Ethical considerations*—The measures taken to protect the rights and confidentiality of informants;
* *Background information on evaluators*—The composition of the evaluation team, the background and skills of team members and the appropriateness of the technical skill mix, gender balance and geographical representation for the evaluation.
* *Major limitations of the methodology*—Major limitations of the methodology should be identified and openly discussed as to their implications for evaluation, as well as steps taken to mitigate those limitations.

**Data analysis—**The report should describe the procedures used to analyse the data collected to answer the evaluation questions. It should detail the various steps and stages of analysis that were carried out, including the steps to confirm the accuracy of data and the results. The report also should discuss the appropriateness of the analysis to the evaluation questions. Potential weaknesses in the data analysis and gaps or limitations of the data should be discussed, including their possible influence on the way findings may be interpreted and conclusions drawn.

**Findings and conclusions—**The report should present the evaluation findings based on the analysis and conclusions drawn from the findings.

* *Findings*—Should be presented as statements of fact that are based on analysis of the data. They should be structured around the evaluation criteria and questions so that report users can readily make the connection between what was asked and what was found. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results. Assumptions or risks in the project design that subsequently affected implementation should be discussed.
* *Conclusions*—Should be comprehensive and balanced, and highlight the strengths, weaknesses and outcomes of the project. They should be well substantiated by the evidence and logically connected to evaluation findings. They should respond to key evaluation questions and provide insights into the identification of and/or solutions to important problems or issues pertinent to the decision making of intended users.

**Recommendations—**The report should provide practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make. The recommendations should be specifically supported by the evidence and linked to the findings and conclusions around key questions addressed by the evaluation. They should address sustainability of the initiative and comment on the adequacy

of the project exit strategy, if applicable.

**Lessons learned—**As appropriate, the report should include discussion of lessons learned from the evaluation, that is, new knowledge gained from the particular circumstance (context outcomes, even about evaluation methods) that are applicable to a similar context. Lessons should be concise and based on specific

evidence presented in the report.

**Report annexes—**Suggested annexes should include the following to provide the report user with supplemental background and methodological details that enhance the credibility of the report:

* ToR for the evaluation;
* Additional methodology-related documentation, such as the evaluation matrix and data collection instruments (questionnaires, interview guides, observation, protocols, etc.) as appropriate;
* List of individuals or groups interviewed or consulted and sites visited;
* List of supporting documents reviewed;
* Project or programme results map or results framework;
* Summary tables of findings, such as tables displaying progress towards outputs, targets, and goals relative to established indicators;
* Short biographies of the evaluators and justification of team composition;
* Code of conduct signed by evaluators.

ANNEX II

TERMS OF REFERNCE

|  |  |
| --- | --- |
| **Organization:** | UNDP Tajikistan |

**Programme:** Disaster Risk Management Programme

**Post Title:** International Consultant to carry out Final Evaluation of the UNDP Project “Strengthening Preparedness and Response Capacities” (SPRC)

**Type of appointment:** Individual Contract

**Duration of appointment:** 10 working days (September-October 2018)

**Deadline for applications:**

**Duty Station:**  Home-based with 1 mission to Dushanbe, Tajikistan

1. BACKGROUND

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* Evaluate the level, degree and representation by the beneficiaries and stakeholders, (government and donor partners etc.) in the implementation of the Project (with particular attention to the development, testing of community based approaches towards assets creation and income diversification, especially for poor and women and accessing technical assistance inputs outside the project).
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*Lessons learnt/ Conclusions*

* Analyze areas for improved programme planning, especially with respect to setting targets, relevance and capacity of institutions for project decision making and delivery.
* Identify significant lessons or conclusions which can be drawn from the Project in terms of effectiveness, efficiency, sustainability and networking. Special attention may be given to the security situation and the coping strategies developed by the project to maintain work momentum.
1. **DELIVERABLES:**

The following deliverables and indicative schedule are expected from the consultancy contract. The final schedule will be agreed upon prior signing the contract, in the beginning of consultancy assignment.

|  |  |  |
| --- | --- | --- |
| # | **Deliverable** | **Approx. Timeframe** |
|  | **Inception Report,** outlining methodology and in-country mission dates. The Inception report should include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product; | No later than 2 weeks before the in-country evaluation mission.  |
|  | **Draft Evaluation report[[2]](#footnote-2)** that should **meet quality standards** and provide practical, feasible **recommendations** supported by robust evidentiary basis and linked to the findings and conclusions around key questions addressed by the evaluation | Within 2 weeks of the in-country evaluation mission |
| 3.  | **Final Evaluation Report**, with annexes | Within 2 weeks of receiving UNDP comments on the draft report |

**For detailed information, please refer to Annex II‐ Terms of Reference.**

**Important note.** Evaluations in UNDP will be conducted in accordance with the principles outlined in the UNEG ‘Ethical Guidelines for Evaluation’64 and should describe critical issues evaluators must address in the design and implementation of the evaluation, including evaluation ethics and procedures to safeguard the rights and confidentiality of information providers, for example: measures to ensure compliance with legal codes governing areas such as provisions to collect and report data, particularly permissions needed to interview or obtain information about children and young people; provisions to store and maintain security of collected information; and protocols to ensure anonymity and confidentiality.

**MINIMUM QUALIFICATIONS:**

**Education:**

* Advanced university degree (Master’s Degree or equivalent) in Disaster Risk Management, Environmental Management, Development Studies, Urban and Regional Planning or other relevant discipline.

**Experience:**

* At least 5 years of professional experience in the field of Disaster Risk Management, Climate Risk Reduction, Resilient Building, Vulnerability Reduction or a related field;
* At least 5 years of proven professional experience in conducting project evaluations, consultancies and or developing capacity building programming for UN funded projects.
* Proven experience in report writing and drafting;
* Demonstrated experience in development of recommendations focused on results and impact, with a strong understanding of value for money concepts;
* Past experience in working with the UN, and UNDP in particular, would be an advantage;

**Languages:**

* Fluency in English is required; Working knowledge of Russian will be considered as an asset.

**KEY COMPETENCIES**

*Functional Competencies:*

* Professionalism;
* Communication;
* Teamwork;
* Accountability.

*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.

**ANNEX III**

**FINANCIAL PROPOSAL FORM**

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.).

1. **Breakdown of cost by components (in US dollars)**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ***Cost components***
 | ***Unit cost*** | ***Quantity*** | ***Total rate for the Contract Duration*** |
| **I. *Personnel Cost*** |  |  |  |
| Professional fee |  |  |  |
| Life/medical insurance |  |  |  |
| Communications |  |  |  |
| Other (pls. specify) |  |  |  |
| **TOTAL** |  |  |  |
| **II. *Duty Travel*** | ***Unit cost*** | ***Quantity******(Units)*** |  |
| Round trip |  |  |  |
| Living allowance. |  |  |  |
| Travel Insurance |  |  |  |
| Others (pls. specify) |  |  |  |
| **Duty Travel Total** |  |  |  |
| **GRAND TOTAL** |  |  |  |

*\* Transportation to project sites and for official trips are covered by the project. DSA is payable on actual number of days spent in the field.*

**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 |  |  |  |
| Deliverable 3 |  |  |  |
| **Total:** |  | 100% |  |

*\*Basis for payment tranches*

|  |  |  |
| --- | --- | --- |
| **Proposed by:**  | **Signature:**  | **Date:**  |

**ANNEX IV**

**INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**GENERAL CONDITIONS OF CONTRACT**

**FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

1. **LEGAL STATUS:**

The Individual contractor shall have the legal status of an independent contractor vis-à-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 V**

UNITED NATIONS DEVELOPMENT PROGRAMME



Contract for the services of an Individual Contractor

**No. IC/2018/\_\_**

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 fulfilment 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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1. Sample of the Evaluation report is available in Annex I [↑](#footnote-ref-1)
2. Sample of the Evaluation report is available in Annex I [↑](#footnote-ref-2)