



27 October 2022

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Country:	Tajikistan
Description of Assignment:	Economic Development Expert for the National Impact Assessment
Project:	UNDP Tajikistan Engagement Facility
Period of assignment/services:	68 days within November 2022 – April 2023
Duty station:	Dushanbe
Type of Contract:	Individual Consultant (IC)
Application Deadline:	10 November 2022

Application procedures

Interested candidates are strongly encouraged to apply online via website

- In order to be considered in the long list of applicants please go to the Registration link, register your account and upload Personal CV or Resume (**Please do not upload your Financial Proposal**). If you already have a registered account, please use your login and password for further applying.
- 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 prior to the deadline:
 - Offeror's letter to UNDP confirming interest and availability
 - 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 documents by **10 November 2022** 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.

I. INTRODUCTION

In the past decade, Tajikistan has experienced several economic downturns, including the banking sector crisis and negative implications of the COVID-19 pandemic. The country has recorded one of the highest economic growth rates among countries in the Commonwealth of Independent States (CIS) and Eastern Europe during 2010-2021, but the economy and its labor market continue to be exposed to external risks, particularly through trade and remittances channels. The country struggles to maintain the gains from past efforts aimed at reducing poverty and vulnerability. The COVID-19 pandemic demonstrated that the private sector and livelihoods were significantly and negatively affected, but the economy seems to have bounced back in 2021-2022.

Having withstood the COVID-19 pandemic, Tajikistan faces new and potentially more damaging changes in regional and global economic environment. There is a high degree of uncertainty, caused by the following factors: (1) Russia-Ukraine conflict and its implications on the Tajik economy via disrupted supply chains, migrant labor, and the threat of primary and secondary sanctions, (2) Taliban-led takeover of leadership in the neighboring Afghanistan, causing renewed security concerns and reducing cross-border trade, and (3) recent territorial conflict along the Kyrgyz-Tajik border, severely disrupting trade flows between the two countries. The threat of the COVID-19 pandemic appears to have subsided, but could again become a factor of economic vulnerability if not carefully managed and addressed.

The implications of Russia-Ukraine conflict, associated sanctions on the Russian Federation (and Belarus), and sky-high food and energy prices are being felt widely across the Eastern Europe and Central Asia region. Tajikistan is reckoned to be one of the most affected countries in the region, where the impact of economic recession and sanctions imposed on Russia can potentially outweigh the impact of the COVID-19 pandemic on livelihoods and economic environment in Tajikistan. In addition to pressure exerted via external shocks, domestic socio-economic environment is also impacted by new outbreaks of instability along the borders with Afghanistan and the Kyrgyz Republic. Such political and economic uncertainty is questioning whether Tajikistan will preserve its pace and directionality in the pursuit of policy objectives endorsed in its National Development Strategy until 2030 and commitments towards Sustainable Development Goals (SDGs). To mitigate these risks, the Government of the Republic of Tajikistan (GoRT) has developed and endorsed its crisis mitigation plan in March 2022. However, it is unclear to what degree this plan is being implemented and if it requires updating on the basis of new and emerging risks (e.g. prolonged effect of the Russia-Ukraine conflict and the Kyrgyz-Tajik border conflict).

The World Bank indicated that Belarus, Moldova, Tajikistan and Ukraine are the region's only economies in which the shocks, displacement and high global food and energy prices are expected to affect poverty rates by the end of 2022. Fears about large declines in trade, migrant flows and remittances, and incomes have thus far not materialized. The unexpected inflow of Russian citizens to Tajikistan is contributing to a largely unpredictable socio-economic environment, in which economic fundamentals are expected to worsen and at-risk population groups could fall back into poverty and vulnerability.¹

To assess ongoing situation and its likely outcomes, capture impact and formulate policy recommendations for the medium- and longer-term perspectives, UNDP intends to commission analysis of the consolidated impact of the compounding crisis to support the government in its formulation of Tajikistan's adjusted economic development model and remedial policy measures.

Goal and objectives

The goal of the assessment report is to contribute to the *evidence generation and greater understanding of immediate, medium- and longer-term impact of compounding challenges and triggers of uncertainty and instability on the socio-economic environment in Tajikistan in the context of aforementioned risks*. The report will be based on primary data collection (i.e. nationally representative survey) and secondary data collection (i.e. desk review and analysis of available administrative data sets).

This assessment also responds to the growing likelihood of recession in the region and emergency, such as with respect to food security and livelihoods. The assessment will generate data sets through primary data collection to understand the immediate, medium and longer-term impact of unfolding crisis on: (a) lives and livelihoods of

¹ <https://www.undp.org/eurasia/blog/how-bad-will-it-be-war-ukraine-and-its-economic-impact>, Ben Slay, 2022.

people of Tajikistan, with the focus on migrants and their families and communities that are located along the Afghan-Tajik and Kyrgyz-Tajik borders; and (b) private sector and entrepreneurship, with a focus on individual entrepreneurs (engaged in personal services, entrepreneurship support services, and tourism and hospitality sectors), cross-border traders (including export/import oriented SMEs), and financial sector participants (banks, MFIs, and insurance firms).

In terms of cross-cutting themes that will be covered in the assessment, both the survey and desk review will provide insight on labor market opportunities (including informal economic activity and digitalization), social protection, business environment, as well as gender-disaggregated and youth-focused impacts. In doing so, UNDP will enhance and adapt its contribution to immediate, medium- and long-term recovery planning of the government in the post-COVID period. It will also help to maintain adherence to the SDG Global Agenda and 'Leave No One Behind' principle at the national level.

Specific objectives of the consultancy will comprise the following:

1. Provision of overall technical input and expertise towards the development and finalization of the national assessment that builds on robust data, situational analysis, and policy recommendations.
2. Provision of technical quality assurance (TQA) to ensure that the survey is conducted effectively.
3. Leading all stages of the national assessment, including situational analysis, survey/fieldwork, desk review, preparation and finalization of the assessment, and its subsequent presentation.
4. Reviewing other available evidence documents (studies, reports, data sets) and aligning them with the primary data set and overall analytical work required in the aforementioned assessment.
5. Facilitating multi-stakeholder dialogue through presenting the assessment report and facilitating a national workshop (or roundtable) with various national and international stakeholders.

UNDP Tajikistan aims at strengthening its technical advisory capacity and robust evidence by contracting of an Economic Development Expert as the lead consultant in the aforementioned assignment. In general, UNDP Tajikistan will utilize its lead position in SDG mainstreaming in national strategic planning, and the role of partnership integrator to facilitate open stakeholder consultative process.

Furthermore, UNDP will engage national partners to maintain momentum towards achieving national SDG targets. Throughout the assessment, various stakeholders will be consulted, such as women in leadership positions, youth, business associations, and others.

Scope of work

The Economic Development Expert will work closely with UNDP Sustainable Economic Development cluster team, the group of other national experts (who will support data collection), and with the national survey team that will be ultimately responsible for conducting fieldwork and preparing clean data sets for analysis.

The Expert will provide substantive technical support to the formulation of methodology of the assessment, development of the situational analysis as rationale and background for the assessment scope, provision of technical guidance to UNDP team in design of the study and its implementation, and preparation of the assessment report in multiple languages.

The Expert will also ensure technical quality assurance (TQA) of the survey team, including overall verification of assessment findings, data sets, and lessons learned, and will support UNDP in formulating policy recommendations for the government's strategic planning and response/mitigation actions.

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

I. 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:

- Professionalism;
- Communication;
- Excellent analytical and drafting skills;
- Demonstrated facilitation, training, and presentation skills
- Teamwork;
- Accountability.

Qualifications:

- Advance university degree (or its equivalent) in economics, development studies, finance, business administration, development, or other closely related field of study (**Criteria A**);
- Minimum 10 years of experience in development economics, crisis response, private sector development, socio-economic research, community development, needs assessment, crisis response, including sustainable livelihoods in rural and urban settings (**Criteria B**);
- Demonstrated, not less than 3 years' experience in developing and delivering high quality socio-economic assessments, including gender analyses; (**Criteria C**);
- Experience of work in developing countries is an asset. Knowledge and experience of work in Central Asian countries is an asset;
- Demonstrated, in and excellent skills for stakeholder engagement at the national and community levels, including efficient facilitation during meetings between various stakeholders (government, NGOs, CBOs, international community and communal levels) (**Criteria D**);
- Advanced practical knowledge about economic and social context at the national/institutional level and carrying out national and community level socio-economic assessments;
- Understanding of the gender-responsive frameworks and ability to integrate gender in policy work;
- Previous experience with UNDP projects is an added plus, but not mandatory.

Languages:

- Excellent professional knowledge of English is mandatory. Knowledge of Russian or Tajik is an asset. (**Criteria E**);

II. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

1. Offeror's letter to UNDP confirming interest and availability (Annex 1)
2. Proposal:
 - (i) Explaining why you are the most suitable for the work
 - (ii) Provide a brief methodology on how you will approach and conduct the work. **The Methodology** is a subject for evaluation (**Criteria F**).

3. Financial proposal:
The financial proposal must indicate the lump sum fee, which is required for the execution of tasks. To submit Financial Proposal, please use the Template of Submission of Financial Proposal provided in Annex II.
4. CV including past experience in similar projects and at least 3 references

III. FINANCIAL PROPOSAL

Lump sum contracts

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. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days).

Payments will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner. Payment will be made via Bank transfer to Vendor's Bank account in national currency based at the UN official exchange rate on the date of disbursement.

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.

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 - 164 USD, for Regional Centers – 65 USD and elsewhere - 45 USD*)

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.

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>

Responsibility for Expenses and their Reimbursement:

The National consultant will be responsible for all personal local travel, living and accommodation, and these expenses are included in the total amount offered by the contract.

Duration, Monitoring and Reporting:

The assignment is scheduled to begin no later than November 2022. The successful candidate will report to the UNDP Team Leader on Sustainable Economic Development. Reporting will be based on deliverables specified in the above.

Payment

Payments are based upon output, i.e. upon delivery of the services specified in the TOR that contribute to the overall project deliverables as state above under sections ‘Scope of work’ and ‘Delivery timeframe’. The following payment schedule will be in place for this assignment: (1) 30% of total payment - deliverables 1-2; (2) 50% of total payment – deliverables 3-5; and (3) 20% of total payment – deliverables 6-7.

IV. EVALUATION

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

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of the below set weighted technical and financial criteria.
 - * Technical Criteria weight – 70%;
 - * Financial Criteria weight – 30%.

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

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i>Technical</i>	<i>70%</i>	<i>70</i>
• <i>Criteria A</i>		<i>5</i>
• <i>Criteria B</i>		<i>10</i>
• <i>Criteria C</i>		<i>20</i>
• <i>Criteria D</i>		<i>10</i>
• <i>Criteria E</i>		<i>5</i>
• <i>Criteria F</i>		<i>20</i>
<i>Financial</i>	<i>30%</i>	<i>30</i>

ANNEXES:

- ANNEX 1. OFFEROR’S LETTER TO UNDP**
- ANNEX 2. FINANCIAL PROPOSAL SUBMISSION FORM**
- ANNEX 3. TERMS OF REFERENCES (TOR) (English)**
- 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.

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

Date:

To: Resident Representative, UNDP, Tajikistan

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [*delete this item if the TOR does not require submission of this document*];
- E) I hereby propose to complete the services based on the following payment rate: [*please check the box corresponding to the preferred option*]:
 - An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]
 - A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of _____ submission deadline;

days [*minimum of 90 days*] after the

I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

Sign an Individual Contract with UNDP;

Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

K) I hereby confirm that *[check all that applies]:*

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

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

M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES NO If the answer is "yes", give the following information:

Name	Relationship	Name of International

P) Do you have any objections to our making enquiries of your present employer?

YES NO

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES NO If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

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

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE:

SIGNATURE:

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes [please check all that applies]:

CV shall include Education/Qualification, Professional Certification, Employment Records/Experience

Breakdown of Costs Supporting the Final All-Inclusive Price as per Template Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS 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):

<i>Cost components</i>	<i>Unit cost</i>	<i>Quantity</i>	<i>Total rate for the Contract</i>
I. Personnel Cost			
Professional fee			
Life insurance			
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*

<i>Deliverables [list them as referred to in the TOR]</i>	<i>Indicative time- frame (subject to revision)</i>	<i>Percentage of Total Price (Weight for payment)</i>	<i>Amount</i>
Deliverable 1 &2		30%	
Deliverable 3-5		50%	
Deliverable 6-7		20%	
Total		100%	

*Basis for payment tranches

Proposed by:

Name:	Signature:	Date:
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TERMS OF REFERENCE (TOR)
UNITED NATIONS DEVELOPMENT PROGRAMME

Post title:	Economic Development Expert for the National Impact Assessment
Project name:	UNDP Tajikistan Engagement Facility
Type of Contract:	Individual Consultant (IC) - national
Duty station:	Dushanbe
Duration:	68 working days from November 2022 to April 2023

Background

In the past decade, Tajikistan has experienced several economic downturns, including the banking sector crisis and negative implications of the COVID-19 pandemic. The country has recorded one of the highest economic growth rates among countries in the Commonwealth of Independent States (CIS) and Eastern Europe during 2010-2021, but the economy and its labor market continue to be exposed to external risks, particularly through trade and remittances channels. The country struggles to maintain the gains from past efforts aimed at reducing poverty and vulnerability. The COVID-19 pandemic demonstrated that the private sector and livelihoods were significantly and negatively affected, but the economy seems to have bounced back in 2021-2022.

Having withstood the COVID-19 pandemic, Tajikistan faces new and potentially more damaging changes in regional and global economic environment. There is a high degree of uncertainty, caused by the following factors: (1) Russia-Ukraine conflict and its implications on the Tajik economy via disrupted supply chains, migrant labor, and the threat of primary and secondary sanctions, (2) Taliban-led takeover of leadership in the neighboring Afghanistan, causing renewed security concerns and reducing cross-border trade, and (3) recent territorial conflict along the Kyrgyz-Tajik border, severely disrupting trade flows between the two countries. The threat of the COVID-19 pandemic appears to have subsided, but could again become a factor of economic vulnerability if not carefully managed and addressed.

The implications of Russia-Ukraine conflict, associated sanctions on the Russian Federation (and Belarus), and sky-high food and energy prices are being felt widely across the Eastern Europe and Central Asia region. Tajikistan is reckoned to be one of the most affected countries in the region, where the impact of economic recession and sanctions imposed on Russia can potentially outweigh the impact of the COVID-19 pandemic on livelihoods and economic environment in Tajikistan. In addition to pressure exerted via external shocks, domestic socio-economic environment is also impacted by new outbreaks of instability along the borders with Afghanistan and the Kyrgyz Republic. Such political and economic uncertainty is questioning whether Tajikistan will preserve its pace and directionality in the pursuit of policy objectives endorsed in its National Development Strategy until 2030 and commitments towards Sustainable Development Goals (SDGs). To mitigate these risks, the Government of the Republic of Tajikistan (GoRT) has developed and endorsed its crisis mitigation plan in March 2022. However, it is unclear to what degree this plan is being implemented and if it requires updating on the basis of new and emerging risks (e.g. prolonged effect of the Russia-Ukraine conflict and the Kyrgyz-Tajik border conflict).

The World Bank indicated that Belarus, Moldova, Tajikistan and Ukraine are the region's only economies in which the shocks, displacement and high global food and energy prices are expected to affect poverty rates by the end of 2022. Fears about large declines in trade, migrant flows and remittances, and incomes have thus far not materialized. The unexpected inflow of Russian citizens to Tajikistan is contributing to a largely unpredictable socio-economic environment, in which economic fundamentals are expected to worsen and at-risk population groups could fall back into poverty and vulnerability.²

² <https://www.undp.org/eurasia/blog/how-bad-will-it-be-war-ukraine-and-its-economic-impact>, Ben Slay, 2022.

To assess ongoing situation and its likely outcomes, capture impact and formulate policy recommendations for the medium- and longer-term perspectives, UNDP intends to commission analysis of the consolidated impact of the compounding crisis to support the government in its formulation of Tajikistan's adjusted economic development model and remedial policy measures.

Goal and objectives

The goal of the analysis is to produce report and to contribute to the *evidence generation and greater understanding of immediate, medium- and longer-term impact of compounding challenges and triggers of uncertainty and instability on the socio-economic environment in Tajikistan in the context of aforementioned risks*. The report will be based on primary data collection (i.e. nationally representative survey) and secondary data collection (i.e. desk review and analysis of available administrative data sets).

This assessment also responds to the growing likelihood of recession in the region and emergency, such as with respect to food security and livelihoods. The assessment will generate data sets through primary data collection to understand the immediate, medium and longer-term impact of unfolding crisis on: (a) lives and livelihoods of people of Tajikistan, with the focus on migrants and their families and communities that are located along the Afghan-Tajik and Kyrgyz-Tajik borders; and (b) private sector and entrepreneurship, with a focus on individual entrepreneurs (engaged in personal services, entrepreneurship support services, and tourism and hospitality sectors), cross-border traders (including export/import oriented SMEs), and financial sector participants (banks, MFIs, and insurance firms).

In terms of cross-cutting themes that will be covered in the assessment, both the survey and desk review will provide insight on labor market opportunities (including informal economic activity and digitalization), social protection, business environment, as well as gender-disaggregated and youth-focused impacts. In doing so, UNDP will enhance and adapt its contribution to immediate, medium- and long-term recovery planning of the government in the post-COVID period. It will also help to maintain adherence to the SDG Global Agenda and 'Leave No One Behind' principle at the national level.

Specific objectives of the consultancy will comprise the following:

6. Provision of overall technical input and expertise towards the development and finalization of the national assessment that builds on robust data, situational analysis, and policy recommendations.
7. Provision of technical quality assurance (TQA) to ensure that the survey is conducted effectively.
8. Leading all stages of the national assessment, including situational analysis, survey/fieldwork, desk review, preparation and finalization of the assessment, and its subsequent presentation.
9. Reviewing other available evidence documents (studies, reports, data sets) and aligning them with the primary data set and overall analytical work required in the aforementioned assessment.
10. Facilitating multi-stakeholder dialogue through presenting the assessment report and facilitating a national workshop (or roundtable) with various national and international stakeholders.

UNDP Tajikistan aims at strengthening its technical advisory capacity and robust evidence by contracting of an Economic Development Expert as the lead consultant in the aforementioned assignment. In general, UNDP Tajikistan will utilize its lead position in SDG mainstreaming in national strategic planning, and the role of partnership integrator to facilitate open stakeholder consultative process. Furthermore, UNDP will engage national partners to maintain momentum towards achieving national SDG targets. Throughout the assessment, various stakeholders will be consulted, such as women in leadership positions, youth, business associations, and others.

Scope of work

The Economic Development Expert will work closely with UNDP Sustainable Economic Development cluster team, the group of other national experts (who will support data collection), and with the national survey team that will be ultimately responsible for conducting fieldwork and preparing clean data sets for analysis. The Expert will provide substantive technical support to the formulation of methodology of the assessment, development of the situational analysis as rationale and background for the assessment scope, provision of technical guidance to UNDP team in design of the study and its implementation, and preparation of the assessment report in multiple languages. The Expert will also ensure technical quality assurance (TQA) of the survey team, including overall verification of assessment findings, data sets, and lessons learned, and will support UNDP in formulating policy recommendations for the government's strategic planning and response/mitigation actions.

Specific duties of the Expert will comprise the following:

1. Prepare a situational analysis (not exceeding 3 pages) on the current socio-economic environment in Tajikistan, challenges, and the unfolding/emerging risks at the national and regional levels.
2. Undertake desk review of past reports and studies, as well as administrative data sets as required.
3. Provide technical inputs and guidance in the development and finalization of the assessment methodology, including sampling design and the choice and content of survey instruments.
4. Ensure technical quality assurance throughout fieldwork and the duration of the national survey.
5. Analyze primary data sets collected from the survey and link to findings from the desk review.
6. Develop and finalize the assessment report (in English and Russian) in consultation with UNDP.
7. Prepare the presentation (in English and Russian) and present main findings and recommendations from the report to a multi-stakeholder audience at a national event to be held in Dushanbe.

In line with above objective, the Expert will work under the overall supervision of the UNDP Deputy Resident Representative and in close collaboration with the Team Leader of Socio-Economic Development Cluster, to deliver on the following key tasks/responsibilities:

- Establish effective working relationships with all members of the survey/assessment team, including any further external parties contracted by UNDP. Act as a policy lead and advisor for other experts recruited by UNDP, ensuring closely coordinated workflow and timely delivery of outputs;
- Conduct desk review of available information and reports produced by the government and development partners and other sources, on the socio-economic context of Tajikistan, and develop comparative analysis with other countries with similar development context (preferably focusing on Central Asia and the CIS region), with special emphasis on migrants, women, youth, and MSMEs.
- Help review and strengthen the initial methodology, sampling design, and preferred survey instruments, and provide recommendations for improvement and quality assurance of the survey team's interim deliverables and all survey-related activities.
- Work closely with the survey team for collection of gender-disaggregated data from households and MSMEs and ensure the provision of hands-on methodological guidance and quality assurance for adaptation of questionnaires, collected data, and preliminary findings of the survey team.
- Verify the quality of assessment findings, situational analysis, and recommendations elaborated by the survey team. Provide on-time advisory guidance/support to the team as needed.
- Jointly with the survey team conduct a thorough analysis and triangulation of collected information and household-level and firm-level data, identify key impacts on MSMEs and households, identify and analyze monetary and non-monetary vulnerabilities, assess special impact on women, youth and

migrants, review observed adaptation practices and behavior patterns in response to ongoing economic challenges and emerging risks.

- Ensure proper mainstreaming of the corporate and regional guidance for the socio-economic impact assessment (SEIA) and strategic planning, and ensure proper mainstreaming of gender and human rights principles into assessment and other deliverables.
- Develop and finalize the assessment report in two languages (English and Russian).
- Prepare and deliver the presentation of assessment results/findings and recommendations (in English and Russian languages) to stakeholders for validation of findings and discussion of results.
- Provide technical leadership to the final publication of the assessment report. Draft an executive summary for the assessment report and organize the final report design in line with UNDP quality requirements and international standards.
- Provide technical inputs to integrate the assessment findings and policy recommendations into the government’s strategic policy planning processes, to strengthen the principle of ‘Leave No One Behind’ whilst also maintaining focus on achieving national SDG goals and targets.

Delivery timeframe

#	Deliverables (as per the TOR)	Delivery timeframe (preliminary, subject to revision)	Level of effort (person-days)
1.	Draft and finalized survey instruments (questionnaires, guides, and other survey documents as required).	30 November 2022	10 days
2.	Technical quality assurance (TQA) of the survey team, i.e. the local research company, throughout preparation stage, fieldwork, and data reporting.	November 2022 – March 2023	5 days
3.	Desk review of available evidence (reports, studies, etc.) and analysis of administrative data sets (i.e. secondary data).	31 December 2022	10 days
4.	Analysis of primary data collected through the survey (and preparation of tables, charts through Stata and Excel).	28 February 2023	15 days
5.	Preparation and finalization of the assessment report (in English), based on an outline that will be agreed with UNDP in English and Russian.	20 March 2023	20 days
6.	Preparation and finalization of the PowerPoint presentation with the report’s main findings and recommendations in Russian and English – 20 slides max.	31 March 2023	5 days
7.	Preparation and facilitation of a multi-stakeholder workshop (or roundtable) to discuss the report’s main findings and recommendations.	30 April 2023	3 days
TOTAL:			68 days

Requirements for the final assessment report

The following general requirements should be followed in the preparation of the assessment report (max 130 pages with annexes):

- Written in concise and professional language in English language (and translated into Russian);
- Includes executive summary;
- Includes analysis of social and economic context in Tajikistan;
- Includes results of the assessment and findings from the survey, using tables, charts and visuals;
- Includes analysis of immediate needs and response measures and longer-term trends;
- Includes summary and analysis of factors facilitating and hampering successful recovery;
- Includes analysis of gender and youth dimensions, as well as MSMEs and migrant labor;

- Formulates realistic policy recommendations for immediate, medium- and longer-term response;
- Appendices (preliminary):
 - List of stakeholders and partners met and interviewed;
 - List of sources of data and publications (references);
 - Final questionnaire forms (depending on the length);
 - PowerPoint presentation of the main findings and recommendations;
 - Statistical tables (broken down by relevant areas).

Responsibility for expenses and their reimbursement

The Expert will be responsible for all personal Internet and phone connectivity costs, local travel, living and accommodation out of duty station, and these expenses are included in the total amount offered by the contract. The cost of translation of deliverables 5 and 6 from/to English and/or Russian should be envisaged in the financial proposal in accordance with rates adopted in UNDP.

Duration, monitoring and reporting

The assignment is scheduled to begin no later than November 2022. The successful candidate will report to the UNDP Team Leader on Sustainable Economic Development. Reporting will be based on deliverables specified in the above.

Payment

Payments are based upon output, i.e. upon delivery of the services specified in the TOR that contribute to the overall project deliverables as state above under sections ‘Scope of work’ and ‘Delivery timeframe’. The following payment schedule will be in place for this assignment: (1) 30% of total payment - deliverables 1-2; (2) 50% of total payment – deliverables 3-5; and (3) 20% of total payment – deliverables 6-7.

Qualifications

Education:

- Advance university degree (or its equivalent) in economics, development studies, finance, business administration, development, or other closely related field of study.

Experience:

- Minimum 10 years of experience in development economics, crisis response, private sector development, socio-economic research, community development, needs assessment, crisis response, including sustainable livelihoods in rural and urban settings;
- Demonstrated, not less than 3 years’ experience in developing and delivering high quality socio-economic assessments, including gender analyses;
- Experience of work in developing countries is an asset. Knowledge and experience of work in Central Asian countries is an asset.;
- Demonstrated experience in and excellent skills for stakeholder engagement at the national and community levels, including efficient facilitation during meetings between various stakeholders (government, NGOs, CBOs, international community and communal levels);
- Advanced practical knowledge about economic and social context at the national/institutional level and carrying out national and community level socio-economic assessments;
- Understanding of the gender-responsive frameworks and ability to integrate gender in policy work;
- Previous experience with UNDP projects is an added plus, but not mandatory.

Language skills:

- Excellent professional knowledge of English is mandatory. Knowledge of Russian or Tajik is an asset.

Functional competencies:

- | | |
|--|---|
| • Professionalism | • Demonstrated facilitation/presentation skills |
| • Communication | • Teamwork |
| • Excellent analytical and drafting skills | • Accountability |

Corporate competencies:

- Demonstrates integrity by modeling 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 favoritism
- Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.

INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

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

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

12.FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be

incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement

to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

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

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

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

16.AUDITS AND INVESTIGATIONS:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual

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

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

17.SETTLEMENT OF DISPUTES:

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

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

18.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.

UNITED NATIONS DEVELOPMENT PROGRAMME

Empowered lives.
Resilient nations.

Contract for the services of an Individual ContractorNo. **IC/2022/**

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): _____.

2. 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*.

3. 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).

4. 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.**

5. 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 IV 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 _____