



20 October 2022

## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

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|                                       |   |
|---------------------------------------|---|
| <b>Country:</b>                       | Tajikistan  |
| <b>Description of Assignment:</b>     | Local consultant on Trade Promotion between Tajikistan, Afghanistan, and Uzbekistan Entrepreneurs |
| <b>Project:</b>                       | UNDP Project “Livelihood Promotion in Tajik-Afghan Cross-border Areas” (LITACA) phase III         |
| <b>Period of assignment/services:</b> | 90 days within November 2022 – August 2023  |
| <b>Duty station:</b>                  | Dushanbe with 3 trips to Bokhtar, Kulyab, Shaartuz, Jayhun, Farkhor and Sh. Shohin district       |
| <b>Type of Contract:</b>              | Individual Consultant (IC)  |
| <b>Application Deadline:</b>          | <b>3 November 2022</b>  |

### *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](mailto: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 **3 November, 2022** via e-mail to [ic.tj@undp.org](mailto:ic.tj@undp.org). Title of assignment should be written in the subject line of the email

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

## I. INTRODUCTION

The UNDP's project "Livelihood Promotion in Tajik-Afghan Cross-border Areas" (LITACA) phase III is a four-year initiative, financed by the Government of Japan through Japan International Cooperation Agency (JICA) and implemented by UNDP Tajikistan and Afghanistan. LITACA III is aimed to support start-ups by providing equipment and supporting marketing, labelling, design, and export. The beneficiaries are small and medium farmers, agro-processors, and handicraft workshops, both individuals and cooperatives and cooperatives, traders (wholesalers, retailers, small- and medium-sized enterprises) in Afghanistan and Tajikistan. The focus is on vulnerable women, unemployed youth, and people with disabilities.

The project has three outputs: (i) increased employment opportunities for communities living in border provinces of Afghanistan and Tajikistan; (ii) enhanced LITACA products' access to market; and (iii) improved access to cross-border trade. It is implemented in 10 cities and districts of the Khatlon Region of Tajikistan (Kulob, Bokhtar, Shaartus, Jayhun, Qubodiyon, Panj, Dusti, Farkhor, Hamadoni, and Shamsiddin Shohin) and bordering districts of the Provinces of Badakhshan, Kunduz, Takhar, and Balkh of the Islamic Republic of Afghanistan.

Fruits and vegetables are Tajikistan's largest agricultural export item. Russia, Kazakhstan, and Afghanistan are among the top three trading partners. According to Tajik traders, export destinations for dried fruit also include Canada, Austria, China, UAE, and Japan. Lack of knowledge of the requirements of neighboring countries regarding import-export regulations, the unstable security situation in Afghanistan and poor trading conditions are important reasons for the underdevelopment of this sector. Long lead times for issuing documents, delays at borders (often until perishable goods disappear), requirements to provide the same data and/or documents more than once and requests for additional documents indicate inefficiencies in the supply chain. There may be many reasons for such inefficiencies: a lack of well-established supply chains, a lack of qualified staff in regulatory bodies or deliberate rent-seeking activities from trade. The result remains the same: reduced competitiveness and economic diversification.

At UNDP, external and internal communication is critical to achieving both development results and business objectives. Skillful communication contributes to transparency and development effectiveness, attracts, and fosters strong partnerships, and can boost resource mobilization.

Expansion of already developed export channels, market diversification and exploitation of niche markets for organic, organic products from local producers, as well as exports to Europe, the USA and Japan can be real opportunities, but ideas need to evolve, and producers and exporters need to better integrate into cross-border supply chains to realize this objective. Customs, imports, exports, and logistics are part of supply chain processes that plan, implement, and control the efficient, effective forward and reverse flow and storage of goods, services and related information between the point of origin and the point of consumption in order to meet customs and customer requirements.

Today, despite challenges due to the security situation, trade between Afghanistan and Tajikistan is growing. In the first half of 2022, Tajik exports reached more than \$39 million. Exports of electricity (49%), cement (17%), juices and vegetable extracts (14%), coal (12%), wire (2%), eggs (2%), flour (1%) and the remaining 3% are agricultural products (onions, peanuts, watermelon, eggs, apricots, sunflower seeds, etc.). Obviously, local products can find their niche in the Afghan market. But due to the above factors, only 3% of exports are agricultural products.

In 2021, the Government of the Republic of Tajikistan approved an Export Development Programme of the Republic of Tajikistan for the period 2021-2025 to develop export, strengthen export-oriented production, reduce the share of consumer goods and services in the structure of import, create favorable conditions for implementation of the state foreign economic policy and increase competitiveness of domestic products on foreign and domestic markets. The Ministry of Economic Development and Trade of the Republic of Tajikistan (MEDT) is the leading ministry in implementation of the programme and other involved organizations, irrespective of their form of ownership, are mandated to take specific measures for programme implementation. In addition, the MEDT is working on the implementation of a paperless cross-border trade procedure, where 10 institutions will be connected to the electronic system to facilitate cross-border trade:

1. Committee on Food Security under the Government of the Republic of Tajikistan.
2. National Centre for Food Security Diagnostics under the Committee on Food Security under the Government of the Republic of Tajikistan.
3. Committee on Environmental Protection under the Government of the Republic of Tajikistan.
4. Agency on Standardization, Metrology, Certification and Trade Inspection under the Government of the Republic of Tajikistan.
5. Communication Service under the Government of the Republic of Tajikistan.
6. Chamber of Commerce and Industry of the Republic of Tajikistan.
7. Service of State Supervision of Health Care and Social Protection of the Population of the Ministry of Health and Social Protection of the Republic of Tajikistan.
8. Service of State Sanitary and Epidemiological Surveillance under the Ministry of Health and Social Protection of the Population of the Republic of Tajikistan.
9. State Service for Transport Supervision and Regulation under the Ministry of Transport of the Republic of Tajikistan.
10. Agency on Nuclear and Radiation Safety of the National Academy of Sciences of Tajikistan.

It is expected that the support to producers in the development of the above-mentioned areas will significantly expand and strengthen their agricultural export opportunities and will have a positive impact on the creation of new supply chains. To facilitate cross-border trade between Tajikistan, Uzbekistan and Afghanistan, the UNDP LITACA project plans to engage a consultant to promote trade between Tajikistan, Afghanistan, and Uzbekistan entrepreneurs.

The consultant will be expected to provide practical advisory services to interested Tajikistan Uzbekistan and/or Afghanistan entrepreneurs to establish sustainable cross-border trade chains for trade in agricultural products.

### **Scope of work**

Under the direct supervision of UNDP LITACA Project Manager, the Local consultant will be responsible for the following:

1. Conduct an analysis of barriers to cross-border trade between Tajikistan and Uzbekistan/Afghanistan.
2. Conduct a review of import-export requirements to Uzbekistan and/or Afghanistan and develop a short guide for entrepreneurs with details on agricultural products and packaging requirements, import-export procedures, and a list of involved companies in logistics, storage, and customs support.
3. Development of a map of logistic routes for the export of goods from Tajikistan to Afghanistan and/or Uzbekistan, including road, air and rail transport as well as transit possibilities through Uzbekistan. The cross-border trade infrastructure of Tajikistan, Afghanistan and Uzbekistan should be considered.
4. Provision of consultancy services to the Export Agency for posting information on the Agency's portal in the logistics section on the possibilities of transporting cargo to Uzbekistan and/or Afghanistan

5. Carrying out presentation of the developed documents together with the Khatlon Provincial Executive Authority and Khatlon Chamber of Commerce and Industry by organizing 2 events with participation of 60 entrepreneurs of Khatlon Province.
6. Ensure posting of these documents on the websites of Chambers of Commerce and other organizations involved in the procedure of export of agricultural products from Tajikistan to Uzbekistan and/or Afghanistan (Chambers of Commerce of Uzbekistan and/or Afghanistan, Export Agency under the Government of Tajikistan).
7. Provide advisory assistance to 10 producers of the target areas, 3 of which are women, in improving or developing packaging of local agricultural products considering packaging requirements and standards for the markets of Uzbekistan and/or Afghanistan.
8. Provide advisory assistance to 10 companies and producers of agricultural products from the target districts in formulating commercial proposals for overseas supplies in English. Consultancy assistance is required in the formulation of presentable commercial proposals indicating detailed terms of supply and cooperation, development of company booklets and detailed product information in English.
9. Development and dissemination of 3 press releases and 2 success stories through stakeholder information portals.
10. Development of interim and detailed reports indicating issues addressed, a final report on implementation of the above tasks, lessons learnt and recommendations to improve cross-border trade between Tajikistan and Afghanistan.

## 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:

- A minimum of three years of experience in the field of business and market development, marketing, market demand and supply research, electronic market development. **(Criteria A);**
- Experience in market research/demand analysis on supply and demand for goods, services, equipment, facilities, and installations (minimum of 1 analytical report to be attached). **(Criteria B);**
- Proven experience in community empowerment (please attach minimum of 1 example of community outreach with topics and results achieved). **(Criteria C);**
- At least 1 year of demonstrated expertise in conducting trainings, public lectures, roundtable, and workshop presentations, working with research institutions and international organizations. **(Criteria D);**
- Experience in organizing meetings and discussions with authorities, private sector, and civil society representatives. **(Criteria E);**

- Knowledge of MS Word, Excel, and email software;
- Ability to use Zoom, WhatsUp as well as remote working methods.

**Languages:**

- Language skills: fluent Tajik, English and Russian is required **(Criteria F)**;

**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 G)**.
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](http://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 related UNDP Project Manager. 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 stated above under "Expected Deliverables".

### **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.

| <b><i>Criteria</i></b>  | <b><i>Weight</i></b> | <b><i>Max. Point</i></b> |
|-------------------------|----------------------|--------------------------|
| <b><i>Technical</i></b> | <b><i>70%</i></b>    | <b><i>70</i></b>         |
| • <i>Criteria A</i>     |                      | <i>5</i>                 |
| • <i>Criteria B</i>     |                      | <i>10</i>                |
| • <i>Criteria C</i>     |                      | <i>15</i>                |
| • <i>Criteria D</i>     |                      | <i>10</i>                |
| • <i>Criteria E</i>     |                      | <i>10</i>                |
| • <i>Criteria F</i>     |                      | <i>5</i>                 |
| • <i>Criteria G</i>     |                      | <i>15</i>                |
| <b><i>Financial</i></b> | <b><i>30%</i></b>    | <b><i>30</i></b>         |

#### **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:

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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.

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**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> |
|---|------------------|-----------------|------------------------------------|
| <b>I. Personnel Cost</b>                      |                  |                 |                                    |
| Professional fee                              |                  |                 |                                    |
| Life insurance                                |                  |                 |                                    |
| Medical insurance                             |                  |                 |                                    |
| Communications                                |                  |                 |                                    |
| Other (pls. specify)                          |                  |                 |                                    |
| <b>TOTAL</b>                                  |                  |                 |                                    |
| <b>II. Duty Travel</b>                        |                  |                 |                                    |
| Travel to duty station (if required)          |                  |                 |                                    |
| Travel to project sites (if indicated in ToR) |                  |                 |                                    |
| Living allowance                              |                  |                 |                                    |
| Travel Insurance                              |                  |                 |                                    |
| Others (pls. specify)                         |                  |                 |                                    |
| <b>TOTAL</b>                                  |                  |                 |                                    |

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

| <i>Deliverables<br/>[list them as referred to in the TOR]</i>   | <i>Indicative time-<br/>frame (subject to<br/>revision)</i> | <i>Percentage of Total<br/>Price (Weight for<br/>payment)</i> | <i>Amount</i> |
|---|---|---|---------------|
| Deliverable 1 <ul style="list-style-type: none"> <li>• Developed questionnaire to assess private sector representatives of Tajikistan and Afghanistan on barriers to cross-border trade, including administrative bottlenecks and customs clearance procedures with 10 government agencies involved, in Tajik and English.</li> <li>• Conducted survey of 50 entrepreneurs</li> </ul> | November 30, 2022   | 25%   |               |

|   |                       |            |  |
|---|-----------------------|------------|--|
| <p>engaged in foreign trade with Afghanistan and/or Uzbekistan has been conducted. The survey should cover entrepreneurs' expectations from the introduction of a paperless trade procedure through a single window.</p> <ul style="list-style-type: none"> <li>• An interim report on the work done has been provided.</li> </ul>  |                       |            |  |
| <p>Deliverable 2</p> <ul style="list-style-type: none"> <li>• Reviewed the import-export requirements and conditions of Uzbekistan and Afghanistan for agricultural products, including the possibility of exporting products from Tajikistan in transit through Uzbekistan.</li> <li>• A manual has been developed detailing commodity requirements, quality, certification, barcodes, and packaging in general, as well as import-export procedures. The manual includes a list of at least 10 active logistics, storage, customs support companies for entrepreneurs interested in exporting to Afghanistan and/or Uzbekistan.</li> <li>• An interim progress report is provided.</li> </ul>   | <p>March 30, 2023</p> | <p>25%</p> |  |
| <p>Deliverable 3</p> <ul style="list-style-type: none"> <li>• A map and description of existing logistics routes with fees for export-import of goods from Tajikistan to Afghanistan and/or Uzbekistan, including road, air and rail transport, as well as transit possibilities through Uzbekistan, has been developed. Further targeted dissemination to stakeholders through online and offline platforms/events, Chambers of Commerce of Tajikistan, Afghanistan and/or Uzbekistan.</li> <li>• Provided presentation on logistics opportunities to the Chambers of Commerce and the Export Agency of the Government of the Republic of Tajikistan and publication of information on logistics opportunities on the websites of these agencies. Ensured dissemination of information to 50 entrepreneurs (15 women) of Afghanistan and/or Uzbekistan.</li> <li>• Organized two information events based on the analysis for 60 entrepreneurs (20 women) from Khatlon region.</li> <li>• Interim progress report provided.</li> </ul> | <p>June 10, 2023</p>  | <p>25%</p> |  |

|  |                        |             |  |
|--|------------------------|-------------|--|
| <p>Deliverable 4</p> <ul style="list-style-type: none"> <li>• Consultancy support provided to 10 companies from the target area for improving packaging and developing commercial proposals for marketing in external markets. Commercial proposals distributed to external traders for export and trade communication provided on the possibility of supplying local products worth at least \$50,000.</li> <li>• Developed and published 3 press releases and 2 success stories through popular information portals as well as stakeholder portals, including a success story on cross-border trade facilitation</li> <li>• Final detailed report with issues addressed, final report on implementation of the above tasks, lessons learnt and recommendations for improvement of cross-border trade between Tajikistan and</li> </ul> | <p>August 23, 2023</p> | <p>25%</p>  |  |
| <p><b>Total</b></p>  |                        | <p>100%</p> |  |

*\*Basis for payment tranches*

**Proposed by:**

|                     |                          |                     |
|---------------------|--------------------------|---------------------|
| <p><b>Name:</b></p> | <p><b>Signature:</b></p> | <p><b>Date:</b></p> |
|---------------------|--------------------------|---------------------|

**TERMS OF REFERENCE (TOR)**  
**UNITED NATIONS DEVELOPMENT PROGRAMME**

|                   |   |
|-------------------|---|
| Post title:       | Local consultant on Trade Promotion between Tajikistan, Afghanistan, and Uzbekistan Entrepreneurs |
| Project name:     | UNDP Project “Livelihood Promotion in Tajik-Afghan Cross-border Areas” (LITACA) phase III         |
| Type of Contract: | Individual Consultant (IC)  |
| Duty station:     | Dushanbe with 3 trips to Bokhtar, Kulyab, Shaartuz, Jayhun, Farkhor and Sh. Shohin district       |
| Duration:         | 90 days within November 2022 – August 2023  |

### **Background**

The UNDP’s project “Livelihood Promotion in Tajik-Afghan Cross-border Areas” (LITACA) phase III is a four-year initiative, financed by the Government of Japan through Japan International Cooperation Agency (JICA) and implemented by UNDP Tajikistan and Afghanistan. LITACA III is aimed to support start-ups by providing equipment and supporting marketing, labelling, design, and export. The beneficiaries are small and medium farmers, agro-processors, and handicraft workshops, both individuals and cooperatives and cooperatives, traders (wholesalers, retailers, small- and medium-sized enterprises) in Afghanistan and Tajikistan. The focus is on vulnerable women, unemployed youth, and people with disabilities.

The project has three outputs: (i) increased employment opportunities for communities living in border provinces of Afghanistan and Tajikistan; (ii) enhanced LITACA products’ access to market; and (iii) improved access to cross-border trade. It is implemented in 10 cities and districts of the Khatlon Region of Tajikistan (Kulob, Bokhtar, Shaartuz, Jayhun, Qubodiyon, Panj, Dusti, Farkhor, Hamadoni, and Shamsiddin Shohin) and bordering districts of the Provinces of Badakhshan, Kunduz, Takhar, and Balkh of the Islamic Republic of Afghanistan.

Fruits and vegetables are Tajikistan's largest agricultural export item. Russia, Kazakhstan, and Afghanistan are among the top three trading partners. According to Tajik traders, export destinations for dried fruit also include Canada, Austria, China, UAE, and Japan. Lack of knowledge of the requirements of neighboring countries regarding import-export regulations, the unstable security situation in Afghanistan and poor trading conditions are important reasons for the underdevelopment of this sector. Long lead times for issuing documents, delays at borders (often until perishable goods disappear), requirements to provide the same data and/or documents more than once and requests for additional documents indicate inefficiencies in the supply chain. There may be many reasons for such inefficiencies: a lack of well-established supply chains, a lack of qualified staff in regulatory bodies or deliberate rent-seeking activities from trade. The result remains the same: reduced competitiveness and economic diversification.

At UNDP, external and internal communication is critical to achieving both development results and business objectives. Skillful communication contributes to transparency and development effectiveness, attracts, and fosters strong partnerships, and can boost resource mobilization.

Expansion of already developed export channels, market diversification and exploitation of niche markets for organic, organic products from local producers, as well as exports to Europe, the USA and Japan can be real opportunities, but ideas need to evolve, and producers and exporters need to better integrate into cross-border supply chains to realize this objective. Customs, imports, exports, and logistics are part of supply chain

processes that plan, implement and control the efficient, effective forward and reverse flow and storage of goods, services and related information between the point of origin and the point of consumption in order to meet customs and customer requirements.

Today, despite challenges due to the security situation, trade between Afghanistan and Tajikistan is growing. In the first half of 2022, Tajik exports reached more than \$39 million. Exports of electricity (49%), cement (17%), juices and vegetable extracts (14%), coal (12%), wire (2%), eggs (2%), flour (1%) and the remaining 3% are agricultural products (onions, peanuts, watermelon, eggs, apricots, sunflower seeds, etc.). Obviously, local products can find their niche in the Afghan market. But due to the above factors, only 3% of exports are agricultural products.

In 2021, the Government of the Republic of Tajikistan approved an Export Development Programme of the Republic of Tajikistan for the period 2021-2025 to develop export, strengthen export-oriented production, reduce the share of consumer goods and services in the structure of import, create favorable conditions for implementation of the state foreign economic policy and increase competitiveness of domestic products on foreign and domestic markets. The Ministry of Economic Development and Trade of the Republic of Tajikistan (MEDT) is the leading ministry in implementation of the programme and other involved organizations, irrespective of their form of ownership, are mandated to take specific measures for programme implementation. In addition, the MEDT is working on the implementation of a paperless cross-border trade procedure, where 10 institutions will be connected to the electronic system to facilitate cross-border trade:

1. Committee on Food Security under the Government of the Republic of Tajikistan.
2. National Centre for Food Security Diagnostics under the Committee on Food Security under the Government of the Republic of Tajikistan.
3. Committee on Environmental Protection under the Government of the Republic of Tajikistan.
4. Agency on Standardization, Metrology, Certification and Trade Inspection under the Government of the Republic of Tajikistan.
5. Communication Service under the Government of the Republic of Tajikistan.
6. Chamber of Commerce and Industry of the Republic of Tajikistan.
7. Service of State Supervision of Health Care and Social Protection of the Population of the Ministry of Health and Social Protection of the Republic of Tajikistan.
8. Service of State Sanitary and Epidemiological Surveillance under the Ministry of Health and Social Protection of the Population of the Republic of Tajikistan.
9. State Service for Transport Supervision and Regulation under the Ministry of Transport of the Republic of Tajikistan.
10. Agency on Nuclear and Radiation Safety of the National Academy of Sciences of Tajikistan.

It is expected that the support to producers in the development of the above-mentioned areas will significantly expand and strengthen their agricultural export opportunities and will have a positive impact on the creation of new supply chains. To facilitate cross-border trade between Tajikistan, Uzbekistan and Afghanistan, the UNDP LITACA project plans to engage a consultant to promote trade between Tajikistan, Afghanistan and Uzbekistan entrepreneurs.

The consultant will be expected to provide practical advisory services to interested Tajikistan Uzbekistan and/or Afghanistan entrepreneurs in order to establish sustainable cross-border trade chains for trade in agricultural products.

#### **Duties and responsibilities:**

Under the direct supervision of UNDP LITACA Project Manager, the Local consultant will be responsible for the following:

1. Conduct an analysis of barriers to cross-border trade between Tajikistan and Uzbekistan/Afghanistan.

2. Conduct a review of import-export requirements to Uzbekistan and/or Afghanistan and develop a short guide for entrepreneurs with details on agricultural products and packaging requirements, import-export procedures, and a list of involved companies in logistics, storage, and customs support.
3. Development of a map of logistic routes for the export of goods from Tajikistan to Afghanistan and/or Uzbekistan, including road, air and rail transport as well as transit possibilities through Uzbekistan. The cross-border trade infrastructure of Tajikistan, Afghanistan and Uzbekistan should be considered.
4. Provision of consultancy services to the Export Agency for posting information on the Agency's portal in the logistics section on the possibilities of transporting cargo to Uzbekistan and/or Afghanistan
5. Carrying out presentation of the developed documents together with the Khatlon Provincial Executive Authority and Khatlon Chamber of Commerce and Industry by organizing 2 events with participation of 60 entrepreneurs of Khatlon Province.
6. Ensure posting of these documents on the websites of Chambers of Commerce and other organizations involved in the procedure of export of agricultural products from Tajikistan to Uzbekistan and/or Afghanistan (Chambers of Commerce of Uzbekistan and/or Afghanistan, Export Agency under the Government of Tajikistan).
7. Provide advisory assistance to 10 producers of the target areas, 3 of which are women, in improving or developing packaging of local agricultural products considering packaging requirements and standards for the markets of Uzbekistan and/or Afghanistan.
8. Provide advisory assistance to 10 companies and producers of agricultural products from the target districts in formulating commercial proposals for overseas supplies in English. Consultancy assistance is required in the formulation of presentable commercial proposals indicating detailed terms of supply and cooperation, development of company booklets and detailed product information in English.
9. Development and dissemination of 3 press releases and 2 success stories through stakeholder information portals.
10. Development of interim and detailed reports indicating issues addressed, a final report on implementation of the above tasks, lessons learnt and recommendations to improve cross-border trade between Tajikistan and Afghanistan.

**Assignment Reporting Milestones / Deliverables:**

| # | Deliverables<br><i>(as in the Terms of Reference)</i>  | Indicative<br>timeframe<br><i>(Subject to<br/>revision)</i> | Dates assigned |
|---|--|---|----------------|
| 1 | Deliverable 1 <ul style="list-style-type: none"> <li>• Developed questionnaire to assess private sector representatives of Tajikistan and Afghanistan on barriers to cross-border trade, including administrative bottlenecks and customs clearance procedures with 10 government agencies involved, in Tajik and English.</li> <li>• Survey of 50 entrepreneurs engaged in foreign trade with Afghanistan and/or Uzbekistan has been conducted. The survey should cover entrepreneurs' expectations from the introduction of a paperless trade procedure through a single window.</li> <li>• An interim report on the work done has been provided.</li> </ul> | November 30, 2022   | 30 days        |
|   | Deliverable 2 <ul style="list-style-type: none"> <li>• Reviewed the import-export requirements and conditions of Uzbekistan and Afghanistan for agricultural products, including the possibility of exporting products from Tajikistan in transit through Uzbekistan.</li> </ul>   |   |                |

|   |   |                 |         |
|---|---|-----------------|---------|
| 2 | <ul style="list-style-type: none"> <li>• A manual has been developed detailing commodity requirements, quality, certification, barcodes and packaging in general, as well as import-export procedures. The manual includes a list of at least 10 active logistics, storage, customs support companies for entrepreneurs interested in exporting to Afghanistan and/or Uzbekistan.</li> <li>• An interim progress report is provided.</li> </ul>   | March 30, 2022  | 30 days |
| 3 | <p>Deliverable 3</p> <ul style="list-style-type: none"> <li>• A map and description of existing logistics routes with fees for export-import of goods from Tajikistan to Afghanistan and/or Uzbekistan, including road, air and rail transport, as well as transit possibilities through Uzbekistan, has been developed. Further targeted dissemination to stakeholders through online and offline platforms/events, Chambers of Commerce of Tajikistan, Afghanistan and/or Uzbekistan.</li> <li>• Provided presentation on logistics opportunities to the Chambers of Commerce and the Export Agency of the Government of the Republic of Tajikistan and publication of information on logistics opportunities on the websites of these agencies. Ensured dissemination of information to 50 entrepreneurs (15 women) of Afghanistan or Uzbekistan.</li> <li>• Organized two information events based on the analysis for 60 entrepreneurs (20 women) from Khatlon region.</li> <li>• Interim progress report provided.</li> </ul> | June 10, 2023   | 30 days |
| 4 | <p>Deliverable 4</p> <ul style="list-style-type: none"> <li>• Consultancy support provided to 10 companies from the target area for improving packaging and developing commercial proposals for marketing in external markets. Commercial proposals distributed to external traders for export and trade communication provided on the possibility of supplying local products worth at least \$50,000.</li> <li>• Developed and published 3 press releases and 2 success stories through popular information portals as well as stakeholder portals, including a success story on cross-border trade facilitation</li> <li>• Final detailed report with issues addressed, final report on implementation of the above tasks, lessons learnt and recommendations for improvement of cross-border trade between Tajikistan and Afghanistan/ or Uzbekistan is developed.</li> </ul>   | August 30, 2023 | 30 days |

**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 LITACA Project Manager. 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 stated above under “Expected Deliverables”.

## **Education:**

- Diploma in Economics, Management, Business Administration, Public Administration and other related fields (Diploma/certificate copy);
- Experience and knowledge of the Tajikistan-Afghanistan borderlands in the context of development.

## **Experience:**

- A minimum of three years of experience in the field of business and market development, marketing, market demand and supply research, electronic market development.
- Experience in market research/demand analysis on supply and demand for goods, services, equipment, facilities, and installations (minimum of 1 analytical report to be attached).
- Proven experience in community empowerment (please, attach minimum of 1 example of community outreach with topics and results achieved).
- At least 1 year of demonstrated expertise in conducting trainings, public lectures, roundtable, and workshop presentations, working with research institutions and international organizations.
- Experience in organizing meetings and discussions with authorities, private sector, and civil society representatives.
- Knowledge of MS Word, Excel and email software.
- Ability to use Zoom, WhatsUp as well as remote working methods.

## **Language skills:**

- Language skills: fluent Tajik, English and Russian is required

## **KEY COMPETENCIES**

### *Functional Competencies:*

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

## ТЕХНИЧЕСКОЕ ЗАДАНИЕ

|                           |   |
|---------------------------|---|
| <b>Название позиции:</b>  | Местный консультант по продвижению торговли между предпринимателями Таджикистана, Афганистана и Узбекистана |
| <b>Название проекта</b>   | Проект ПРООН “Улучшение благосостояния населения на таджикско-афганских приграничных территориях” (ЛИТАКА)  |
| <b>Вид контракта:</b>     | Индивидуальный контракт   |
| <b>Место работы:</b>      | Душанбе с 3 поездками в города и районы Бохтар, Куляб, Шаартуз, Джайхун, Фархор и Ш. Шохин                  |
| <b>Продолжительность:</b> | 90 дней с ноября 2022 – август 2023   |

### Описание

Проект ПРООН ЛИТАСА III является четырех летней инициативой, финансируемой правительством Японии через Японское Агентство по Международному Сотрудничеству (JICA) и осуществляется ПРООН в Таджикистане в сотрудничестве с ПРООН в Афганистане.

Проект ЛИТАСА III направлен на улучшение доступа приграничных сообществ к сельской инфраструктуре и общественным услугам, расширение возможностей трудоустройства для мужчин и женщин, продвижению товаров на местных и зарубежных рынках и улучшение доступа к приграничной торговле, диалогу и партнерствам, которое включает в себя возможности для сельских женщин, а также уязвимых групп, в результате чего будет улучшена экономическая стабильность и устойчивость общин в приграничных районах.

Проект ЛИТАСА III реализуется в 10 городах и районах Хатлонской области Республики Таджикистана (Кулоб, Бохтар, Шаартуз, Джайхун, Кабадиян, Пяндж, Дусти, Фархор, Хамадони и Шамсиддин Шохин) и приграничных районах провинций Бадахшан, Кундуз, Тахар и Балх Исламской Республики Афганистан. Фрукты и овощи являются крупнейшей статьей сельскохозяйственного экспорта Таджикистана. Россия, Казахстан и Афганистан входят в тройку ведущих торговых партнеров. По данным таджикских трейдеров, экспортными направлениями для сухофруктов также являются Канада, Австрия, Китай, ОАЭ и Япония. Недостаток знаний о требованиях соседних стран в отношении правил импорта-экспорта, нестабильная ситуация с безопасностью в Афганистане и плохие условия торговли являются важными причинами недостаточного развития этого сектора. Длительное время для выдачи документов, задержки на границах (часто до тех пор, пока скоропортящиеся товары действительно не исчезнут), требования предоставить одни и те же данные и/или документы более одного раза и осуществляются запросы на дополнительные документы указывают на неэффективную работы цепочек снабжения. Причин такой неэффективности может быть много: отсутствие налаженных цепочек поставок, нехватка квалифицированных сотрудников в регулирующих органах или сознательная деятельность, направленная на извлечение ренты из торговли. Результат остается неизменным: снижение конкурентоспособности и диверсификация экономики.

Расширение уже разработанных каналов экспорта, диверсификация рынка и использование нишевых рынков для органических, экологически чистых продуктов местных производителей, а также экспорт в Европу, США и Японию могут стать реальными возможностями, но для осуществления данной цели идеи должны развиваться, а производителям и экспортерам необходимо лучше интегрироваться в трансграничные цепочки поставок. Таможня, импорт, экспорт и логистика являются частью процессов цепочки поставок, которые планируют, внедряют и контролируют результативный, эффективный

прямой и обратный поток и хранение товаров, услуг и связанной информации между пунктом отправления и пунктом потребления для того, чтобы соответствовать требованиям таможни и клиентов. Сегодня несмотря на сложности ввиду ситуации по безопасности, торговля между Афганистаном и Таджикистаном растет. За первое полугодие 2022 года экспорт таджикских компаний достигло более 39 млн. долл. США. Основную часть экспорта составляет экспорт электроэнергии (49%), цемента (17%), соков и экстрактов растительных (14%), угля (12%), проволоки (2%), яиц (2%), мука (1%) и остальные 3% экспорта продукции приходится на сельскохозяйственную продукцию (лук, арахис, арбуз, яйца, курага, семена подсолнечника и т. д.). Очевидно, что местная продукция может найти свою нишу на афганском рынке. Но ввиду вышеперечисленных факторов, всего лишь 3% экспорта составляет сельскохозяйственная продукция.

В 2021 году Правительством Республики Таджикистан была утверждена Программа развития экспорта Республики Таджикистан на период 2021-2025 в целях развития экспорта, усиления экспортоориентированного производства, снижения доли потребительских товаров и услуг в структуре импорта, создания благоприятных условий для реализации государственной внешнеэкономической политики, повышение конкурентоспособности отечественной продукции на внешнем и внутреннем рынках. Ведущим министерством в реализации программы является Министерство экономического развития и торговли Республики Таджикистан (МЭРТ) и остальные вовлеченные организации, не зависимо от форм собственности им поручено принимать конкретные меры по исполнению программы. Кроме того, МЭРТ ведет работу по внедрению процедуры безбумажной трансграничной торговли, где к электронной системе будут подключены 10 учреждений для упрощения трансграничной торговли:

1. Комитет по продовольственной безопасности при Правительстве Республики Таджикистан.
2. Национальный центр диагностики продовольственной безопасности при Комитете по продовольственной безопасности при Правительстве Республики Таджикистан.
3. Комитет по охране окружающей среды при Правительстве Республики Таджикистан.
4. Агентство по стандартизации, метрологии, сертификации и торговой инспекции при Правительстве Республики Таджикистан.
5. Служба связи при Правительстве Республики Таджикистан.
6. Торгово-промышленная палата Республики Таджикистан.
7. Служба государственного надзора за здравоохранением и социальной защитой населения Министерства здравоохранения и социальной защиты населения Республики Таджикистан.
8. Служба государственного санитарно-эпидемиологического надзора при Министерстве здравоохранения и социальной защиты населения Республики Таджикистан.
9. Государственная служба по надзору и регулированию в области транспорта при Министерстве транспорта Республики Таджикистан.
10. Агентство по ядерной и радиационной безопасности Национальной академии наук Таджикистана.

Предполагается, что содействие производителям в развитии вышеназванных областей значительно расширит и укрепит их возможности для экспорта сельскохозяйственной продукции, окажет положительное влияние на создание новых цепочек поставок. Для оказания содействия приграничной торговли между Таджикистаном, Узбекистаном и Афганистаном ПРООН в рамках проекта LITACA, планируется привлечение консультанта по продвижению торговли между предпринимателями Таджикистана, Афганистана и Узбекистана.

Ожидается, что привлеченный консультант сможет предоставить практические консультативные услуги заинтересованным предпринимателям Таджикистана, Узбекистана и/или Афганистана с целью налаживания устойчивых приграничных торговых цепочек для торговли сельскохозяйственной продукцией.

**Обязанности и ответственность:**

Под непосредственным руководством Менеджера проекта местный консультант ответственен для реализации следующих задач:

1. Проведение анализа барьеров для трансграничной торговли между Таджикистаном и Узбекистаном/ Афганистаном.
2. Проведение обзора требований импорта-экспорта в Узбекистан и/или Афганистан и разработка краткого руководства для предпринимателей с указанием детальных данных о требованиях к сельскохозяйственной продукции и упаковке, процедурах импорта-экспорта и списком вовлеченных компаний в области логистики, хранения и таможенного сопровождения.
3. Разработка карты логистических путей по экспорту товаров из Таджикистана в Афганистан и/или в Узбекистан, в том числе автотранспортным, авиа и железнодорожным транспортом, а также транзитными возможностями через Узбекистан. Должны быть учтены возможности инфраструктуры приграничной торговли Таджикистана, Афганистана и Узбекистана.
4. Оказание консультационных услуг для Агентства по экспорту для размещения информации на портале Агентства в разделе «Логистика» о возможностях транспортировки груза в Узбекистан и/или Афганистан
5. Проведение презентации разработанных документов совместно с ИОГВ и ТПП Хатлонской области посредством организации 2 мероприятий с участием 60 предпринимателей Хатлонской области.
6. Обеспечение размещения данных документов на сайтах ТПП и других организаций, вовлеченных в процедуру экспорта сельскохозяйственной продукции из Таджикистана в Узбекистан и/или Афганистан (ТПП Узбекистана и / или Афганистана, Агентство по экспорту при Правительстве РТ).
7. Оказание консультативной помощи 10 производителям целевых районов, 3 из которых женщины, в улучшении или разработке упаковки местной сельскохозяйственной продукции с учетом требований и стандартов к упаковке для рынков Узбекистана и/или Афганистана.
8. Оказание консультативной помощи для 10 компаний и производителей сельскохозяйственной продукции из целевых районов в формулировании коммерческих предложений для зарубежных поставок на английском языке. Консультационная помощь необходима в формулировании презентабельных коммерческих предложений с указанием детальных условий поставок и сотрудничества, разработке буклетов о предприятии и детальной информации о продукции на английском языке.
9. Разработка и распространение 5 пресс-релизов и историй успеха через информационные порталы вовлеченных сторон.
10. Разработка промежуточных и подробных отчетов с указанием рассмотренных вопросов, итогового отчета о реализации вышеуказанных задач, извлеченных уроков и рекомендаций по улучшению приграничной торговли между Таджикистаном и Афганистаном.

**Ожидаемые результаты:**

#### **Отчёт по Этапам/Результатам**

| # | Результаты<br>(как в Техническом Задании)  | Ориентировочные<br>временные рамки<br>(может быть<br>пересмотрено) | Количество<br>дней |
|---|--|--|--------------------|
| 1 | <ul style="list-style-type: none"><li>• Составлен вопросник для оценки представителей частного сектора Таджикистана и Афганистана по барьерам для приграничной торговли, в том числе административным затруднениям и процедурам таможенного оформления с вовлеченными 10 государственными структурами на таджикском и английском языках.</li></ul> | Ноябрь 30, 2022  | 30 дней            |

|   |  |               |         |
|---|--|---------------|---------|
|   | <ul style="list-style-type: none"> <li>• Проведен опрос 50 предпринимателей, занимающихся внешнеторговой деятельностью с Афганистаном<sup>1</sup> и/или в Узбекистане. Опрос должен охватывать ожидания предпринимателей от внедрения процедуры безбумажной торговли посредством единого окна.</li> <li>• Предоставлен промежуточный отчет о проделанной работе.</li> </ul>  |               |         |
| 2 | <ul style="list-style-type: none"> <li>• Проведен обзор требований и условий Узбекистана и Афганистана в отношении импорта-экспорта сельскохозяйственной продукции, в том числе возможности экспорта продукции из Таджикистана посредством транзита через территорию Узбекистана.</li> <li>• Разработано руководство с указанием данных, детально отражающих требования к товарам, качеству, сертификации, штрих-кодам и упаковке в целом, а также описаны процедуры импорта-экспорта. В руководство включен список не менее 10 действующих компаний в области логистики, хранения, таможенного сопровождения для предпринимателей, заинтересованных в экспорте в Афганистан и/или в Узбекистан.</li> <li>• Предоставлен промежуточный отчет о проделанной работе.</li> </ul>  | Март 30, 2023 | 30 дней |
| 3 | <ul style="list-style-type: none"> <li>• Разработана карта и описание действующих логистических путей с указанием тарифов для экспорта-импорта товаров из Таджикистана в Афганистан и/или в Узбекистан, в том числе автотранспортным, авиа и железнодорожным транспортом, а также транзитными возможностями через Узбекистан. Осуществлено ее дальнейшее точечное распространение среди заинтересованных сторон посредством онлайн и оффлайн-платформ/мероприятий, ТПП Таджикистана, Афганистана и/или Узбекистана.</li> <li>• Проведена презентация анализа о логистических возможностях для ТПП и Агенства по экспорту при Правительстве Республики Таджикистан и обеспечено размещение информации о логистических возможностях на сайтах данных ведомств. Обеспечено распространение информации среди 50 предпринимателей (15 женщин) Афганистана и/или в Узбекистана.</li> <li>• Организация двух информационных мероприятий на основе проведенного анализа для 60 предпринимателей (20 женщин) Хатлонской области.</li> <li>• Предоставлен промежуточный отчет о проделанной работе.</li> </ul> | Июнь 10, 2023 | 30 дней |

<sup>1</sup> Опрос афганских предпринимателей по разработанному опроснику будет осуществлен при поддержке проекта LITACA в Афганистане, для последующей консолидации результатов и анализа.

|   |   |                 |         |
|---|---|-----------------|---------|
| 4 | <ul style="list-style-type: none"> <li>• Оказана консультативная поддержка 10 компаниям из целевых районов в улучшении упаковки и разработке коммерческих предложений для маркетинга на внешних рынках. Обеспечено распространение коммерческих предложений внешним торговцам для экспорта и обеспечена торговая коммуникация по возможности поставки местной продукции на сумму не менее 50 тыс. долл. США.</li> <li>• Разработаны и опубликованы 3 пресс-релиза и 2 истории успеха через популярные информационные порталы, а также порталы вовлеченных сторон, в том числе история успеха по облегчению процедур трансграничной торговли</li> <li>• Разработан подробный отчет с указанием рассмотренных вопросов, итоговый отчет о реализации вышеуказанных задач, извлеченных уроков и рекомендаций по улучшению приграничной торговли между Таджикистаном и Афганистаном/и или Узбекистаном.</li> </ul> | Август 30, 2023 | 30 дней |
|---|---|-----------------|---------|

#### **Ответственность за расходы и их возмещение:**

Национальный Консультант будет нести ответственность за покрытие расходов на личные поездки, проживание и размещение, и эти расходы должны быть включены в общую сумму предлагаемого контракта.

#### **Продолжительность, Мониторинг и Отчетность**

Назначение должно начаться не позднее октября 2022 года. Успешный кандидат будет подотчетен Менеджеру проекта ПРООН. Отчетность должна основываться на вышеуказанных результатах.

#### **Оплата**

Платежи производятся на основе выходных данных, т. е. при предоставлении услуг, указанных в ТЗ, которые вносят вклад в общие результаты проекта, как указано выше в разделе «Ожидаемые результаты».

#### **Образование:**

- Диплом в области экономики, управления, делового администрирования, государственного управления и других смежных областях (Копия диплома/свидетельства);
- Опыт и знания о приграничных территориях Таджикистана и Афганистана в контексте развития

#### **Опыт:**

- Минимум три (3) года опыта работы в области развития бизнеса и рынка, маркетинга, исследований спроса и поставки на рынке, развития электронного рынка.
- Опыт проведения рыночных исследований/анализа поставки и спроса на товары, услуги, оборудования, объекты и сооружения (минимум 1 аналитический отчет должен быть приложен).
- Подтвержденный опыт работы в области расширения прав и возможностей общин (приложить минимум 1 пример по работе с общинами с указанием тематики и достигнутых результатов).

- По меньшей мере 1 год продемонстрированного опыта в проведении тренингов, открытых лекций, презентаций в ходе круглых столов и семинаров, работы с научно-исследовательскими учреждениями и международными организациями.
- Опыт в организации встреч и проведении обсуждений с органами власти, представителями частного сектора и гражданского общества.
- Знание программного обеспечения MS Word, Excel и электронной почты.
- Умение пользоваться Zoom, WhatsUp наряду с дистанционными методами работы.

**Знание языков:**

- Обязательно знание русского, английского и таджикского языков.

**КЛЮЧЕВЫЕ НАВЫКИ:**

*Профессиональные компетенции:*

- Профессионализм
- Коммуникабельность
- Отличные аналитические и редакционные навыки.
- Навыки содействовать, обучать и проводить презентации
- Работа в команде
- Ответственность.

*Корпоративные компетенции:*

- Демонстрирует добросовестность, моделируя ценности и этические стандарты ООН;
- Продвигает видение, миссию и стратегические цели ПРООН;
- Проявляет чувствительность и адаптивность к культурным, гендерным, религиозным, расовым, национальным и возрастным особенностям;
- Справедливо относится ко всем людям без фаворитизма;
- Выполняет все обязательства по гендерной чувствительности и нетерпимости к сексуальным домогательствам.

**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 a 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**

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**Contract for the services of an Individual Contractor**No. 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](http://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](http://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 \_\_\_\_\_