INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 25th September 2019
Ref: UNDP-IC-2019-378
ORPS: 2196

Country: Pakistan

Description of the assignment: “Mid-Term Evaluation of National Initiative on Sustainable Development Goals (SDG’s) Project”

Project name: National Initiative on Sustainable Development Goals- DPU

Period of assignment/services (if applicable): The duration of the contract will be 04 months.

Location: Duty station for this assignment is Islamabad. The project works in four Provinces and at Federal level in Islamabad.

Please submit your Technical and Financial proposals to the following address not later than 09th October 2019 at 12:30 PM PST

UNDP-IC-2019-378
UNDP Registry, Quotation/Bids/Proposals
United Nations Development Programme
Serena Business Complex, 2nd Floor, Khayaban-e-Suhrwardy,
Islamabad, Pakistan
Tel: 051-8355600 Fax: 051-2600254-5

or by email to bids.pk@undp.org no later than 09th October 2019 at 12:30 PM PST

Kindly write the following on top left side of the envelop or email subject line “UNDP-IC-2019-378—“Mid-Term Evaluation of National Initiative on Sustainable Development Goals (SDG’s) Project”.

Important note for email submissions: Please put “UNDP-IC-2019-378” in the subject line. Further, our system will not accept emails those are more than 30 MB size. If required, segregate your emails to accommodate email data restrictions. For segregated emails please use sequence of emails like Email 1, Email 2 …. in the subject line. For attachment purposes please only use MS Word, Excel, Power Point or PDF formats.

If you request additional information, please write to pakistan.procurement.info@undp.org. The team will provide necessary information within due date. However, any delay in providing such information will not be considered a reason for extending the submission date of your proposal. All/any query regarding the submission of the proposal may be sent prior to the deadline at the e-mail/address mentioned above.
Annex- I

Terms of Reference
Mid-Term Evaluation of National Initiative on Sustainable Development Goals Project

1. Background and Context

The national initiative on SDGs is a joint project of UNDP and the Ministry of Planning and Development and Reform at the Federal level and Planning and Development departments at the provincial level. The main objective of the project is to localize the SDGs agenda and integrate it in the Sub-National Policies, Plans and Budgets.

The National Initiative on SDGs supports the Government of Pakistan (federal and provincial) in localizing the SDGs in Pakistan, at the national and sub-national levels, and in creating an enabling environment for its implementation. The project is based on the UN Development Group’s tool for Mainstreaming, Acceleration and Policy Support (MAPS) for SDGs. The project has four interlinked, mutually reinforcing outputs: (1) plans, policies and resource allocation aligned to 2030 Agenda; (2) SDGs monitoring and reporting strengthened; (3) financing flows increasingly aligned to 2030 Agenda; and (4) innovative approaches applied to accelerate progress on priority SDGs. The project includes below key activities at federal, provincial and district level involving multiple stakeholders and facilitating vertical and horizontal coordination.

- Following the approval of National SDG framework which by National Economic Council, provinces are finalizing provincial SDG frameworks. Developed through a consultative process, these frameworks identify SDG priorities, established baselines and set targets to monitor progress for priority SDG indicators at national and provincial levels.
- UNDP continuous support and advocacy resulted in the Government establishing a strong institutional system in the form of cluster groups/thematic committees, comprising of diverse stakeholders including bureaucracy, academia, civil society and think-tanks to monitor progress on SDGs.
- UNDP also facilitated a review of statistical landscape in Pakistan with an aim to strengthen the Government’s capacity to monitor and report on SDGs progress. As a result, Pakistan Bureau of Statistics aligned its various surveys to SDGs and with these revisions Pakistan is now reporting on 26 SDG indicators.
- In order to facilitate the government to leverage the use of technology, an SDG Tech Lab was established as well as the development of an SDG dashboard.
- UNDP facilitated the government in designing and leading SDG localization initiatives at district level, leveraging public-private partnerships, and innovative approaches.
2. Evaluation purpose, scope and objectives

   a. Project details:

<table>
<thead>
<tr>
<th>Project/outcome title</th>
<th>National Initiative on Sustainable Development Goals/An enabling policy and institutional environment exist to facilitate the achievement of SDGs in Pakistan.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atlas ID</td>
<td>00093481</td>
</tr>
<tr>
<td>Corporate outcome and output</td>
<td>Increased effectiveness and accountability of governance mechanisms</td>
</tr>
<tr>
<td>Country</td>
<td>Pakistan</td>
</tr>
<tr>
<td>Region</td>
<td>South Asia</td>
</tr>
<tr>
<td>Date project document signed</td>
<td>17/10/2016</td>
</tr>
<tr>
<td>Project Dates</td>
<td>Start: January 2016 Planned End: August 2021</td>
</tr>
<tr>
<td>Project budget</td>
<td>US $ 7,580,551.00</td>
</tr>
<tr>
<td>Project expenditure at the time of evaluation</td>
<td>US $ 5,657,952.00</td>
</tr>
<tr>
<td>Funding source</td>
<td>Government of Pakistan</td>
</tr>
<tr>
<td>Implementing Party</td>
<td>UNDP in collaboration with Ministry of Planning, Development and Reforms and Provincial Planning and Development Departments.</td>
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</tbody>
</table>

b. Evaluation purpose, scope and objectives.

The Mid Term Evaluation (MTE) will review the National Initiative on Sustainable Development Goals project since its inception in 2016. The MTE will assess progress towards the achievement of the project outputs and contribution towards the UNSDF/CPD outcomes as specified in the Project Document and assess early signs of project success or failure with the goal of identifying the necessary changes to be made to set the project on-track to achieve its intended results. The MTE will also review the project's strategy with regards to its relevance, effectiveness, efficiency, impact and sustainability of major interventions. Overall, the MTE should specify what the project has achieved so far, along with the value addition; assess the progress made against planned results, as well as assess challenges, opportunities and lessons learnt. It should recommend ways in which UNDP may increase its effectiveness of project.

The MTE will focus on evaluating the progress made through the four project outputs, therefore, contributing to the progress made towards the SDGs integration and localization at federal and provincial levels. In addition, the progress on results will also be assessed on the successful utilization of Leaving No One Behind approach, while also focusing to identify contributions made towards women empowerment, gender mainstreaming, youth and towards other vulnerable populations.
The major audience of this evaluation will be UN in general and UNDP Pakistan in particular, and Ministry of Planning, Development and Reforms along with the provincial Planning and Development departments. The evaluation recommendations will help UNDP as well as government counterparts in making timely course correction.

c. Evaluation criteria and key questions.

The MTE will evaluate effectiveness of the National Initiative on Sustainable Development Goals project in achieving the UNSDF/CPD outcome and four project outputs laid down in the project document. More specifically, the MTE will address the following questions (the questions do not present an exhaustive list and more may be added while finalizing the Inception Report).

Relevance:

1. What is the value of intervention in relation to the localization of SDGs in national policies and priorities?
2. Are the project outputs realistic in consideration of localization of the broader goals of SDGs for Pakistan?

Efficiency:

1. What is the project status with respect to targeted outputs in terms of quality and timelines?
2. What is the potential that the project will successfully achieve the desired Outputs?
3. If there were any delays in the project targets achievement for the performance indicators, what were the causes of the delay, and what was the effectiveness of corrective measures undertaken?
4. To what extent were adequate resources (financial and human) secured prior to project implementation? Were the requested government tranches received on time?
5. Is there any appropriate mechanism for monitoring the progress of the project? If yes, is there adequate usage of results/data for programming and decision making?
6. What are the potential challenges/risks that may prevent the project from producing the intended results?

Effectiveness:

1. Are the project’s outputs clearly articulated, feasible, realistic?
2. To what extent the project logic, concept and approach is appropriated and relevant to achieving the project targets and objectives?
3. Are the underlying assumptions on which project interventions has been based, valid? Is there a clear and relevant Theory of Change?
4. To what extent has the project managed to implement activities across the project target locations (provinces and federal)?
5. To what extent the project implementation modalities been appropriate to achieve the overall desired results?
6. What factors have contributed in achieving the desired results?
7. To what extent do external factors, such as government ownership, security constraints, have impacts on project implementation?
8. How effective the project proved to be in the areas of mainstreaming gender within the overall SDGs implementation strategies, financing, reporting etc.?

**Impact:**

1. Is the project communications strategy effective in positively promoting the project to a wider audience?
2. Has the intended wider audience of the project been engaged in the project activities?

**Sustainability:**

1. What are national partner’s resources, motivation and ability to continue implementing project till end?
2. To what extent is there constructive cooperation among the project partners? What are the levels of satisfaction of government counterparts etc.
3. What is the likelihood that project results will be sustainable in terms of systems institutions financing and anticipated impact?

**d. Methodology.**

This evaluation relies on mostly qualitative research tools (In-depth interviews) to assess the extent to which the strategies and activities undertaken have achieved their objectives; positive achievements of the interventions; challenges faced during implementation and steps taken to address them; lessons learned; and possible recommendations to guide the project in future. In order to get a holistic appraisal of the above mentioned, the mid-term evaluation will engage multiple stakeholders representing the Government (including implementing partners and other departments associated/relevant with the project, civil society, development partners, private sector etc. through interviews and FGDs. It is expected that the consultant should conduct at least 5 Interviews in each Province with the relevant stakeholders including government counterparts, private sector entities and civil societies. In addition to consultations and interviews, the evaluator will undertake thorough desk review of literature available on implementation of SDGs in Pakistan, including internal documents like project documents, its project publications and other material regarding the implementation of SDGs.

**e. Evaluation products (key deliverables)**

At the outset, the evaluation team will produce an evaluation inception report based on a review of all relevant documents and initial consultations with relevant stakeholders and present it to UNDP’s Development Policy Unit (DPU), the Management Support Unit (MSU), to explain the objectives and detailed methodology for the Mid-term evaluation.

The consultant will produce an initial presentation on key findings of evaluation, followed by a draft evaluation report for feedback and approval from UNDP. Final evaluation report, including all originally-filled data collection tools e.g. questionnaires, interview notes, etc. will be presented as a final deliverable. (See Section 9 for payment break-up against the deliverables).
f. Evaluation team composition and required competencies.

Title:

Project Review/Evaluation Specialist

Academic qualifications:

Master’s Degree in social sciences, international economics, international relations, law public administration, Monitoring and Evaluation or other closely related field from an accredited university.

Experience:

- At Least 15 years of working experience in evaluation and social research, with at least 10 years demonstrated experience in project evaluations related to development sector.
- Proven experience in evaluating projects/programmes of UN or development agencies
- Strongly analytical and research skills with sufficient understanding of quantitative and qualitative methods and data analysis.
- Familiarity with UN evaluation norms and guidelines and processes required.
- Understanding on sustainable development goals and Pakistan’s commitment towards its achievement.

Language:

- Fluency in written and spoken English is a requirement.
- Knowledge of local languages if any.

Competencies

- Demonstrated integrity by modeling the UN’s values and ethical standards
- Promotes the vision, mission and strategic goals of UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism

Special skills Requirements:

- Shows ability to communicate and to exercise advocacy skills in front of a diverse set of audience.
- Focuses on impact and results for the client and responds positively to feedback
- Demonstrate openness to change and ability to manage complexities.
- Consistently approaches work with energy and a positive, constructive attitude
- Ability to work collaboratively with colleagues in a diverse environment
- Build strong relationships with internal and external actors
- Ability to work independently with strong sense of initiative, discipline and self-motivation
g. Evaluation ethics.

This evaluation will be conducted in accordance with the principles outlined in the UNEG ‘Ethical Guidelines for Evaluation’. The evaluators must safeguard the rights and confidentiality of information providers, interviewees and stakeholders through measures to ensure compliance with legal and other relevant codes governing collection of data and reporting on data. The consultant must also ensure security of collected information before and after the evaluation and protocols to ensure anonymity and confidentiality of sources of information where that is expected. The information knowledge and data gathered in the evaluation process must also be solely used for the evaluation and not for other uses with the express authorization of UNDP and partners.

The mid-term evaluation will follow UNDP guidelines on the ethical participation of beneficiaries and women. In addition, all participants in the study will be fully informed about the nature and purpose of the evaluation and their requested involvement. Only participants who have given their written and verbal consent (documented) will be included in the evaluation. Specific mechanisms for generating feedback from stakeholders against the results of evaluation will be included in the elaborated methodology. All the documents including data collection, entry and analysis tools and all the data developed or collected for the evaluation will be the intellectual property of UNDP.

h. Management and implementation arrangements.

The principal responsibility for managing this review resides with Management Support Unit (MSU), UNDP. The consultant will work under the overall guidance of MSU and in collaboration with Development Policy Unit. The Project team will be responsible for information sharing, setting up meetings, arranging field visits and overall coordination of the assignment.

i. Time frame for the evaluation process.

<table>
<thead>
<tr>
<th>Indicative Timeframe</th>
<th>Activity</th>
<th>Weightage</th>
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<tbody>
<tr>
<td>Within one week after the signing of the contract</td>
<td>• Inception report, based on consultation with UNDP and government counterparts, explaining the methodology, approach, list of stakeholders for consultation etc.</td>
<td>20%</td>
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</table>
| Within 6 weeks after submission of inception report | • Document gathering and review.  
• Telephonic and in person meetings/interviews with key project stakeholders, project managers, UNDP Country Office  
• Schedule and conduct meetings and interviews with project stakeholders including government and project personnel  
• Initial findings presentation presented to Country Office UNDP and relevant stakeholders | 30%       |
| 2 weeks after submission of last deliverable | • Submit draft Mid Term Evaluation Report to UNDP for review and feedback | 30%       |
| Within 2 weeks of receiving the feedback and comments from UNDP | • Incorporating feedback received from UNDP and finalize final Mid Term Evaluation Report. | 20%       |
**Duty Station:** Duty station for this assignment is Islamabad. The project works in four Provinces and at Federal level in Islamabad. The main counterpart for this project is Ministry of Planning Development and Reforms and Provincial Planning and Development Departments. Therefore, field travel to the four provinces and to AJK and GB will be required to cover the geographical scope of the project. This will be discussed and finalized as part of the inception phase with UNDP. The cost of travel should be borne by the consultant and hence needs to be included in the financial proposal.

**j. Submission process and basis for selection.**

The contract shall be made to the individual consultant whose offer has been evaluated and determined as:

- Responsive/compliant/acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria to the solicitation.
- Technical criteria weight 70%
- Financial criteria weight 30%
- Only consultants obtaining a minimum of 49 points (70% of the total technical points) would be considered for the financial evaluation.

**Technical Criteria 70 points**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max points</th>
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<tbody>
<tr>
<td>Master’s Degree in social sciences, international economics, international relations, law public administration, Monitoring and Evaluation or other closely related field.</td>
<td>70</td>
<td>10</td>
</tr>
<tr>
<td>At Least 15 years of working experience in evaluation and social research, with at least 10 years demonstrated experience in project evaluations related to development sector.</td>
<td>70</td>
<td>10</td>
</tr>
<tr>
<td>Strongly analytical and research skills with sufficient understanding of quantitative and qualitative methods and data analysis and some understanding of Sustainable Development Goals and Familiarity with UN evaluation norms and guidelines and processes required.</td>
<td>70</td>
<td>10</td>
</tr>
<tr>
<td>Technical proposal</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Total (Technical)</td>
<td>70</td>
<td></td>
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<tr>
<td><strong>Financial (Lower Offer/Offer*100)</strong></td>
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<td></td>
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<tr>
<td><strong>Total Score</strong></td>
<td></td>
<td>Technical score 70 + 30 Financial</td>
</tr>
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</table>

The evaluation team will carry out desk review of the following documents:

- Project document (signed)
• Annual Workplans
• Annual Progress Reports
• Meeting Minutes of important meetings held with various stakeholders, including project board and technical group meeting minutes
• Monitoring plans and indicators.
• Partnership arrangements (e.g., agreements of cooperation with Governments or partners).
• UNDP evaluation policy, UNEG norms and standards and other policy documents
• Correspondence with government counterparts
• Any other material that evaluation team considers useful for the evidence-based review.

k. Evaluation matrix template.

The Consultant will create matrix as a map and reference planning and conducting an evaluation. It also serves as a useful tool to summarize and visually presenting the evaluation design and methodology for discussion with stakeholders. This will complement the project’s M&E Plan for each indicator. A sample evaluation matrix is provided below:

<table>
<thead>
<tr>
<th>Relevant evaluation criteria</th>
<th>Key Questions</th>
<th>Specific sub questions - probing questions</th>
<th>Data Source</th>
<th>Data collection methodology</th>
<th>Indicators/success standard</th>
<th>Methods for data analysis</th>
</tr>
</thead>
<tbody>
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l. Outline of the evaluation report.

Suggested template for the mid-term evaluation report:

1. Title and opening pages with details of the project/programme/outcome and of the evaluation team.
2. Project and evaluation Information details: Project title, Atlas number, budgets and project dates and other key information.
3. Table of contents.
4. List of acronyms and abbreviations.
5. Executive summary: a stand-alone section of maximum four pages including the quality standards and assurance ratings.
6. Introduction and overview. What is being evaluated and why?
7. Description of the intervention being evaluated. Provides the basis for report users to understand the logic and evaluability analysis result, assess the merits of the evaluation methodology and understand the applicability of the evaluation results.
8. Evaluation scope and objectives. The report should provide a clear explanation of the evaluation’s scope, primary objectives and main questions.
9. Evaluation approach and methods. The evaluation report should describe in detail the selected methodological approaches, methods and analysis.
10. Data analysis. The report should describe the procedures used to analyze the data collected to answer the evaluation questions.

11. Findings. Evaluation findings should be based on an analysis of the data. They should be structures around the evaluation questions. Variances between planned and actual results should be explained, as well as factors affecting the achievement of intended results.

12. Conclusions. Conclusions should highlight the strengths, weaknesses and outcomes of the intervention. They should be well substantiated by the evidence and logically connected to evaluation findings.

13. Recommendations. The report should provide a reasonable number of practical, feasible recommendations directed to the intended users of the report about what actions to take or decisions to make.

14. Lessons learned. As appropriate and as requested in the TOR, the report should include discussion of lessons learned from the evaluation of the intervention.

15. Report’s Annexes.

m. TOR Annexes.

These provide links to supporting background documents and more detailed guidelines on evaluation in UNDP:

a. Intervention results framework and theory of change.

b. Key stakeholders and partners.

c. Code of conduct forms.

d. Documents to be reviewed and consulted
ANNEX
ANNEX 1- TERMS OF REFERENCES (TOR)
ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS
ANNEX 3- PROPOSAL SUBMISSION FORM
ANNEX 4- OFFEROR’S LETTER TO UNDP
ANNEX 5- FINANCIAL PROPOSAL
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 Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.
3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear. UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relationship to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the
extent as required pursuant to the Charter of the United Nations, resolutions or regulations of
the General Assembly or its other governing bodies, or rules promulgated by the Secretary-
General. The Recipient shall not be precluded from disclosing Information that is obtained by
the Recipient from a third party without restriction, is disclosed by the Discloser to a third party
without any obligation of confidentiality, is previously known by the Recipient, or at any time
is developed by the Recipient completely independently of any disclosures hereunder. These
obligations and restrictions of confidentiality shall be effective during the term of the Contract,
including any extension thereof, and, unless otherwise provided in the Contract, shall remain
effective following any termination of the Contract.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS: If
the Individual contractor is required by UNDP to travel beyond commuting distance from the
Individual contractor’s usual place of residence, and upon prior written agreement, such travel
shall be at the expense of UNDP. Such travel shall be at economy care when by air.
UNDP may require the Individual contractor to submit a Statement of Good Health from a
recognized physician prior to commencement of work in any offices or premises of UNDP or
before engaging in any travel required by UNDP or connected with the performance of the
Contract. The Individual contractor shall provide such a Statement of Good Health as soon as
practicable following such request, and prior to engaging in any such travel, and the Individual
contractor warrants the accuracy of any such Statement, including, but not limited to,
confirmation that the Individual contractor has been fully informed regarding the
requirements for inoculations for the country or countries to which travel may be authorized.
In the event of the death, injury or illness of the Individual contractor which is attributable to
the performance of services on behalf of UNDP under the terms of the Contract while the
Individual contractor is traveling at UNDP expense or is performing any services under the
Contract in any offices or premises of UNDP, the Individual contractor or the Individual
contractor’s dependants, as appropriate, shall be entitled to compensation equivalent to that
provided under the UNDP insurance policy, available upon request.

6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS: The Individual contractor may not
assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part
thereof, or of any of the rights, claims or obligations under the Contract except with the prior
written authorization of UNDP, and any attempt to do so shall be null and void. The terms or
conditions of any supplemental undertakings, licences or other forms of Contract concerning
any goods or services to be provided under the Contract shall not be valid and enforceable
against UNDP nor in any way shall constitute an Contract by UNDP thereto, unless any such
undertakings, licences or other forms of Contract are subject of a valid written undertaking
by UNDP. No modification or change in the Contract shall be valid and enforceable against
UNDP unless provided by means of a valid written amendment to the Contract signed by the
Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS: In the event that the Individual contractor requires the services of
subcontractors to perform any obligations under the Contract, the Individual contractor shall
obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole
discretion, reject any proposed subcontractor or require such subcontractor’s removal without
having to give any justification therefore, and such rejection shall not entitle the Individual
contractor to claim any delays in the performance, or to assert any excuses for the non-
performance, of any of its obligations under the Contract. The Individual contractor shall be
solely responsible for all services and obligations performed by its subcontractors. The terms
of any subcontract shall be subject to, and shall be construed in a manner that is fully in
accordance with, all of the terms and conditions of the Contract.
8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. INDEMNIFICATION: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers’ compensation.

10. INSURANCE: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor’s sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor’s liability arising under or relating to the Contract.

11. ENCUMBRANCES AND LIENS: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS: In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.
In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property,
whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest. In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

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

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

16. AUDITS AND INVESTIGATIONS: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor’s personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. SETTLEMENT OF DISPUTES:

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

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

**18. LIMITATION ON ACTIONS:** Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

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