

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 04 April 2018 UNDP-IC-2018-082 Job Tracking # 10178

Country: Pakistan

Position Title: Data Integration & Visual Analysis Consultant (PowerBi)

Duration of Assignment: 3 Months

Duty Station: Islamabad

Objectives of Assignment:

The consultancy will support evidence-based decision making by the project management team and the government counterparts through the creation of cloud-based dashboards in Microsoft Power-Bi, a business analysis platform. The task requires gathering, digitizing, and organizing internal and public data into project data models, managing data relationships, linking data to shape files, and ensuring that the data is appropriately stored, cleaned, tagged and secured.

Project Name: FATA Governance Project (FGP), UNDP

Your offer, comprising of Technical and Financial Proposal in a sealed envelope, must reach to the following address latest by **18-April-2018**. (1230 hours Pakistan Standard Time) at the following address: Hand delivery will not be acceptable.

[UNDP-IC-2018-082] UNDP Registry, Quotation/Bids/Proposals

United Nations Development Programme Serena Business Complex, 2nd Floor, Khayaban e Suharwardy, Islamabad, Pakistan

Tel: 051-8355600 Fax: 051-2600254-5

1

Please ensure to mention the company name and reference number on Envelop of solicitation document e.g. [Ref: UNDP-IC-2018-082,]. In case Courier Company will use their own envelop

then also make sure that Reference number is mentioned clearly. Proposals received without reference number in the subject line will not be entertained and will be returned unopened to the sender (mentioned on Envelop). UNDP will not assume the responsibility for the misplacement or premature opening of the proposals, when the instructions noted above are not properly followed.

Technical and Financial proposals can also be sent through e-mail at bids.pk@undp.org before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Important note for email submissions: Please put reference No. UNDP-IC-2018-055, in the subject line along with the title of the consultancy. Proposals received without reference number on the envelope will not be entertained and will result in the rejection of your submission. Further, our system will not accept emails those are more than 3.5 MB size. If required, segregate your emails to accommodate email data restrictions. For segregate emails please use sequence of emails like Email 1, Email 2 in the subject line. For attachment purposes please only use PDF formats, financial proposal should be password protected. Password must not be provided to UNDP until the date and time of Bid Opening. Security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required.

If you request additional information, please write to <u>pakistan.procurement.info@undp.org</u>, 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 quotation. All/any query regarding the submission of the quotation may be sent prior to the deadline at the e-mail/address mentioned above.



UNITED NATIONS DEVELOPMENT PROGRAMME TERMS OF REFERENCE

I. Position Information

JOB CODE TITLE: Data Integration & Visual Analysis Consultant (PowerBi)

GRADE: IC – Senior Level DURRATION: 3 months

SUPERVISOR: Chief Technical Specialist, FGP

MATRIX MANAGER: M&E Officer, FGP

DUTY STATION: Islamabad

II. Goals and Objectives

The consultancy will support evidence-based decision making by the project management team and the government counterparts through the creation of cloud-based dashboards in Microsoft Power-Bi, a business analysis platform. The task requires gathering, digitizing, and organizing internal and public data into project data models, managing data relationships, linking data to shape files, and ensuring that the data is appropriately stored, cleaned, tagged and secured.

III. Organizational Context

Over the last decade, Pakistan's north-western areas of Khyber Pakhtunkhwa (KP) and the Federally Administered Tribal Areas (FATA) have experienced large-scale population displacements due to militancy and military operations against militants and armed groups. With the success of military operations, the Government of Pakistan

launched the Sustainable Return and Rehabilitation Strategy in 2015, announcing the return of the remaining displaced population (about 300,000 families) by the December 2016. On 2 March 2017, the Federal Cabinet adopted a historic package of FATA reforms. The most significant decision has been the mainstreaming and integration of FATA with KP within a transition period of five years. The 24-recommendations represent a new political compact for FATA and the border region, and an unprecedented extension of constitutional rights and governance structures to millions of the poorest people in Pakistan.

The FATA Governance Project provides policy level support to the main stake holders at the federal level which includes Ministry of SAFRON, Governor Secretariat and KP government including Key departments like P&D, Home, Finance and Local Government.

The Project requires the services of a Data Integration & Visual Analysis Consultant competent in Power-Bi to gather and integrate our existing data into decision support and analytical dashboards.

IV. Deliverables

The Data Integration & Visual Analysis Consultant will gather, digitize, and integrate internal and public data into project data models, establish table relationships, link data to shape files, and ensuring that the data is appropriately stored, cleaned, tagged and secured. The consultant will also conduct training for UNDP and Government officers in management and use of these tools.

- 1) Deliverable #1 (10%)
 - a) Workplan including digitization plan of key internal and public data sources;
- 2) Deliverable #2 (45%)
 - a) Integration of data sources into project data model(s) in PowerBi including FATA Vulnerability Analysis, FATA Household Development Indicator Survey, ADP and Current budget 2017/18, Census 2017 (PDF), political participation, Project M&E Data and Surveys, Traditional Media tracker, Social Media Interface, SDG data, FDA economic data, BISP data, shapefiles, and any other relevant sources.
- 3) Deliverable #3 (35%)
 - a) Cloud-based PowerBi FATA-level Dashboard of Development and Stability Indicators with Agency, Tehsil, and Urban Center Drill-Down capability. To include shaded shape mapping using custom shapefiles;

- b) Cloud-based PowerBi Media Dashboard including live traditional and social media trackers (Microsoft Flow Integration or similar).
- 4) Deliverable #4 (10%)
 - a) Training of 5 program staff / government officials on use of PowerBi, Dashboards, and maintenance, and data security.

V. Competencies and Critical Success Factors

Knowledge and Skills:

- Demonstrated expertise in:
 - o Data digitization techniques,
 - database structuring
 - o data analysis and visualization,
 - mapping/GIS;
- Excellent knowledge of Power-Bi;
- Clearly articulates technical knowledge in simple, clear language;
- Promotes a knowledge-sharing and learning culture;
- Strong ethics, inter-personal skills and a collaborative attitude and team player

Functional Competencies:

- Strong analytical skills, critical thinking skills, and understanding of research and indicators;
- Consistently approaches work with energy and a positive, constructive attitude;
- Demonstrates openness to change and ability to manage complexities.

Corporate Competencies:

- Demonstrates integrity by modeling UN's values and ethical standards
- Promotes the vision, mission and strategic goals of the UN
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Strong ethics, a collaborative attitude and a passion for improving citizens' lives

VII. Management Arrangements

 The individual shall work out of UNDP office in Islamabad, with occasional travel to Peshawar. • The consultant shall report to the Chief Technical Specialist, FGP with matrix management in Peshawar by the M&E Officer

Education:	Master degree in Computer Sciences from a reputable university.
Experience:	 Excellent communication and analytical skills Spoken and written English Demonstrated expertise in: Data digitization techniques, database structuring data analysis and visualization, mapping/GIS; Excellent knowledge of Power-BI; Clearly articulates technical knowledge in simple, clear language;
Language	Fluency in English and Urdu, Pashto is a significant asset.
Requirements:	
Mobility:	The incumbent may be required to travel occasionally
Selection Criteria	 Education: Master's in relevant technical discipline (10%) Language Requirements: Fluency in English and Urdu, Pashto is a significant asset. (5%)
	 3. Experience (85%): Demonstrated Knowledge in data digitization, database structuring (30%) Demonstrated Data Analysis and Visualization including GIS (40%) Demonstrated expertise in PowerBI (30%)

1. Evaluation Process

Individual consultants will be evaluated based on the **cumulative analysis** methodology (weighted scoring method), where the award of the contract will 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 technical and financial criteria specific to the solicitation.

Technical Criteria weight: 70%

Financial Criteria weight: 30%

Only Consultants obtaining a minimum of 70% on the Technical evaluation will be considered for the Financial Evaluation.

Technical Competencies	Weight 70		
Education (85%): Master degree in Computer Sciences from a reputable university.	07		
 Experience (85%): Demonstrated Knowledge in data digitization, database structuring (30%) – 17.85 Marks Demonstrated Data Analysis and Visualization including GIS (40%) – 23.8 Marks Demonstrated expertise in PowerBI (30%) – 17.85 Marks 	59.5		
Language (5%): Fluency in English and Urdu, Pashtu is a significant asset	3.5		
Financial (Lower Offer/Offer*100)	30		
Total Score	Technical Score 70 + Financial score 30		

Weight per Technical (Competence
Weak: Below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated a OUTSATNDING capacity for the analyzed competence

2. Application process and Selection Criteria

The following documents must be submitted by interested persons to become an eligible candidate. Failing to comply with the requirements will result in disqualifying the applicant. Due to the large number of applications we receive, only the successful candidate will be informed about the outcome or status of the selection process.

Interested individual consultants must include the following documents when submitting the applications:

- Personal History Form (P11), indicating all past experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references UNDP retains the right to contact references directly (the template can be downloaded from this link: http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal his tory form.doc).
- A brief, 500 word statement explaining why you are the most suitable candidate for the assignment and provide a brief methodology on how you will approach and conduct the work.
- Letter of Confirmation of Interest and Availability and Financial Proposal, Applicants are instructed to submit their financial proposals in PAK Rupees for this consultancy using the annex to the Letter of Confirmation of Interest and Availability template available here: http://procurement-notices.undp.org/view-file.cfm?doc_id=45780.
- Financial Proposal (in a sealed envelope).

In order to assist the requesting unit in the comparison of financial proposals, the financial proposal should be **all-inclusive** and include a breakdown.

3. FINANCIAL PROPOSAL

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable deliverable. In order to assist in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount.

ANNEXES

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

ANNEX 6- P 11 FORM



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 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 preexisted the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose

confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS**: If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

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

signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

- 7. **SUBCONTRACTORS**: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
- 8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
- 9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 10. **INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor 's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
- 11. **ENCUMBRANCES AND LIENS**: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

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

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

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

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

settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

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

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

- 14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.
- 15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.
- 16. **AUDITS AND INVESTIGATIONS**: Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed

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

17. SETTLEMENT OF DISPUTES:

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

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

18. **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.

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Proposal Submission form

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, I undersigned, offer to provide Individual Consulting for "INSERT CONSUULTANTY TITLE AND REFERENCE NUMBER" to UNDP Pakistan in accordance with the Price Schedule attached herewith and made part of this proposal. I undertake, if my proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

I agree to abide by this proposal for a period of **90 days** from the date fixed for opening of proposal in the invitation for proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I understand that you are not bound to accept any proposal you may receive.

Dated this day/month of year

Name and Signature

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

	Date
Un	ame of Resident Representative/Bureau Director) ited Nations Development Programme pecify complete office address)
De	ar Sir/Madam :
l he	ereby 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 or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
d)	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
e)	if the TOR does not require submission of this document]; I hereby propose to complete the services based on the following payment rate: [pls. 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.

		Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount					
		I am also anticipating for which I have subm		the following work fror	n UNDP and/or	other entities					
		Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract	Contract Amount					
		I am currently engage	d with UNDP a	nd/or other entities for	the following	work :					
		At the time of this engagement with any		have no active Individ of UNDP;	dual Contract	or any form of					
k)	I hereb	y confirm that [check al	that applies]:								
		Request my employer a a Reimbursable Loan A details of my employer	greement (RL <i>A</i>	A), for and on my behal		•					
	Sign an Individual Contract with UNDP;										
j)	If I am	selected for this assignm	nent, I shall [pls	check the appropriate	e box]:						
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];										
h)		fer shall remain valid for ssion deadline;	r a total period	of days [minimum of 90	days] after the					
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;										
f)	For you as Ann	ur evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto ex 2;									

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 o outcome of the selection process.									
m)	If you are a former staff member of the United Nations recently separated, pls. add this sectn to you letter: I hereby confirm that I have complied with the minimum break in service required before 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 no entitlements whatsoever to be re-instated or re-employed as a staff member.									
Ful	l Name and	d Signature:		Date Sig	ned :					

Annexes [pls. check all that applies]:

	TV or Duly signed P11 Form
□В	reakdown of Costs Supporting the Final All-Inclusive Price as per Template
В	rief Description of Approach to Work (if required by the TOR)

FINANCIAL PROPSAL

The Consultant is required to prepare the Price Schedule as a separate document from the rest of the technical response.

All prices / rates quoted must be in PKR. The format shown below should be used in preparing the price schedule

S.No.	Description	Unit (A)	Unit Cost PKR	Total Cost PKR
			(B)	C=A * B
1	Consultancy fee			
2	Others			
Total				

Note: Please do not insert travel related cost and DSA. SRLP / UNDP will arrange travel Or reimburse payment of travel cost including tickets, lodging and terminal expense and will reimburse Daily Subsistence Cost (night(s) based)) as per agreed upon, between the respective business unit and individual Consultant, prior to travel.

BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. **Breakdown of Cost by Components:**

Cost Components	Lump sum (PKR)	Total Rate (PKR) for the Contract Duration
1. Personnel Costs		
Professional Fees		
Life Insurance		
Medical Insurance		
Communications		
Others (pls. specify)		

INSTRU	CTIONS)						_				
Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.					NATIONS DEVE PERSONAL HI ce Contracts a	STORY FORM						
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2. Da Date of Birth	Мо	Yr	3. Place of	Birtl		1. Nationality oirth	(ies		. Prese es)	nt natio	onality	6. Sexe
7. Height	8. Wei	ght	9. Marital s	statu	IS			•				
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Fax No.					ax No.							
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15. Have you If answer i				ward	ls changing yo	ur present nati	onal	ity? \	∕ES □	NO 🗆		
organizat	tion?	YES C	□ ON □		y UNDP, any og g information:	ther UN orgai						
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18. KNOWLEDGE O										
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OTHER	Easily	Not Easily	Easily	Not Easily	Fluently	Not	Easily	Not Easily		
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24. DO YOU HAVE ANY OBJ	ECTIONS TO OUR MAKING ENQUIRIES OF YOUR F	PRESENT EMPLOYER? YES □ NO			
25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES NO I If answer if "yes", WHEN?					
	persons, not related to you, who are familiar wit	h your character and qualifications.			
FULL NAME	rat names of supervisors listed in item 24. FULL ADDRESS	BUSINESS OR OCCUPATION			
27. STATE ANY OTHER RELEVANT FACTS IN SUPPORT OF YOUR APPLICATION. INCLUDE INFORMATION REGARDING ANY RESIDENCE OUTSIDE THE COUNTRY OF YOUR NATIONALITY.					
28. 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 IN IT "yes", give full particulars of each case in an attached statement.					
29. 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.					