INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: 9 October 2019

Country: Serbia

Description of the assignment: Research Consultant

Project name: The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC)

Period of assignment/services (if applicable): October 2019 – March 2020

Proposal should be submitted at the following address:

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. The procuring UNDP entity will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

The South Eastern and Eastern Europe Clearinghouse for the Control of Small Arms and Light Weapons (SEESAC) is a joint initiative of the UNDP and the Regional Cooperation Council. As such, it is an integral part of UNDP’s work in the Europe and the Commonwealth of Independent States (ECIS) region and has, since 2002, worked primarily to strengthen the capacities of national and regional stakeholders to control and reduce the proliferation and misuse of small arms and light weapons, and thus contribute to enhanced stability, security and development in South Eastern and Eastern Europe. SEESAC also has a distinguished record working closely with national Ministries to mainstream gender equality and this aspect will remain central to the programme.
Going forward, SEESAC will maintain its long-standing work in South-Eastern Europe the small arms and light weapons and gender equality in security sector reform fields, under the framework of the RCC. The programme will continue and, where possible, scale up the innovative work it has pioneered in fostering confidence between rule of law providers within southeast Europe, as well as in the fields of innovation, security and technology. In addition, SEESAC will increasingly focus on sharing the capacity it has developed over the years through line ministries and UNDP offices in order to address community and other security needs beyond the sub-region and provide guidance on introducing gender equality into the security sector.

The overall objective of the project is to contribute to international peace and security by combatting the threat posed by the widespread accumulation and illicit trafficking in small arms and light weapons and their ammunition in and from SEE. At the same time, it enhances regional stability by working within the framework of the RCC and in partnership with other relevant initiatives. The project is directly contributing to the implementation of the EU Security Strategy, the EU SALW Strategy, the EU Firearms Strategy, the Arms Trade Treaty, the UN Programme of Action, the International Tracing Instrument, UN Firearms Protocol, UN Security Council Resolution 1325 and will specifically enhance regional cooperation in combating the threat posed by the spread of SALW and their ammunition. Specifically, the project is contributing to the implementation of the South East Europe Regional Implementation Plan Combatting the Proliferations and Impact of Small Arms and Light Weapons and the Roadmap for a sustainable solution to the illegal possession, misuse and trafficking of Small Arms and Light Weapons (SALW) and their ammunition in the Western Balkans by 2024. The project results are also directly contributing to the implementation of the Sustainable Development Goal 16 on peaceful and just societies, in particular targets 16.1 (Significantly reduce all forms of violence and death rate everywhere) and 16.4 (significantly reduce illicit arms flows).

SEESAC is implementing the Council Decision 2016/2356 in support of SEESAC disarmament and arms control activities in South-East Europe in the framework of the EU Strategy to combat illicit accumulation and trafficking of Small Arms and Light Weapons (SALW) and their ammunition, adopted on 19 December 2016, and the Council Decision 2018/1788 in support of the implementation of the Regional Roadmap on combating illicit arms trafficking in the Western Balkans. In addition to this, SEESAC is initiating the implementation of the second phase of the Strengthening of Regional Cooperation on Gender Mainstreaming in Security Sector Reform in the Western Balkans project. The project will facilitate regional cooperation on gender equality in the military and further strengthen the capacities of the Ministries of Defense and the Armed Forces for implementation of gender responsive policies. These initiatives continue to strengthen safety and security through regional cooperation in South East Europe.
2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

Under the overall direction of the SEESAC Project Manager, the Research Consultant will be expected to collect and analyse data and information from various sources, platforms and publications and provide quality research papers, briefs and other knowledge products on armed violence and specific aspects of small arms and light weapons control at both country and regional level.

- **Conduct an analysis** of the main trends identified at the [Armed Violence Monitoring Platform](https://www.armedviolence.org) in the nature of incidents with firearms for the last three years, and prepare a briefing note of minimum 10 pages (Deliverable 1).
- **Prepare a knowledge product** on the development process of the Roadmap including challenges, lessons learnt and preconditions for success – minimum of 10 pages; (deliverable 2)
- **Prepare fast facts** on the SALW Surveys completed at local and regional level – up to 5 pages per survey (7 fast facts at jurisdictional level and 1 at regional level). (Deliverable 3).
- **Review** the first progress reports (2018-2019) on Key Performance Indicators and Roadmap Goals submitted by 6 jurisdictions and prepare a comparative analysis including identified gaps, progress and good practices – Minimum 7 pages for jurisdiction (6 jurisdictions) (Deliverable 4).

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

- BA in Social Sciences or other relevant field with 4 years of relevant research experience; or
- MA in Social Sciences or other relevant filed with 2 years of relevant research experience.

II. Years of experience:

- Minimum 4 years of research experience with the focus on the security sector.;
- Research experience in the area of disarmament and arms control and in South East Europe will be an asset;
- Experience in devising and implementing complex research a strong asset.

III. Competencies:

- Excellent research, editing and proofreading skills;
• Ability to synthesize and visualize complex data;
• Strong oral and especially strong written communication skills;
• Excellent understanding of current trends related to arms control;
• Demonstrates interest and understanding of current events, globally, in Europe and in the region;
• Ability to express ideas clearly, to work independently and in teams;
• Client orientation;
• Proficiency in using Microsoft Office package;
• Proficiency in use of presentation tools and ability to use graphic designs.

Language skills
• Proficiency in English, both spoken and written; knowledge of another South East European language will be an advantage.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

I Interested individual consultants/expert must submit, via UNDP Website: [UNDP in Serbia](http://www.undp.org.rs) under section “Jobs” no later than 16 October 2019, the following documents/information to demonstrate their qualifications:

• CV containing date of birth, contact information (home address, phone number, e-mail) and timeline of work experience (including description of duties); containing a *Cover letter* explaining why you are the most suitable candidate for the advertised position and a *brief methodology* on how you will approach and conduct the work.
• At least 3 Research Samples of written work should also be submitted with the CV. The Research Samples should be in English language.
• Offeror’s Letter (only PDF format will be accepted) confirming Interest and availability for the Individual Contractor (IC) Assignment. Can be downloaded from the following link: [http://www.undp.org.rs/download/ic/Confirmation.docx](http://www.undp.org.rs/download/ic/Confirmation.docx). The Offeror’s Letter shall include financial proposal specifying a total lump sum amount for the tasks specified in this announcement with a breakdown of costs.

- **Incomplete applications will not be considered.** Please make sure you have provided all requested materials

*Please note that the financial proposal is all-inclusive and shall take into account various expenses incurred by the consultant/contractor during the contract period (e.g. fee, health insurance, vaccination, personal security needs and any other relevant expenses related to the performance of services...). In case of missions, travel expenses will be covered separately as per UNDP rules and regulations.*
Payments will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner.

Individual Consultants are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director. Consultants are also required to comply with the UN security directives set forth under dss.un.org

General Terms and conditions as well as other related documents can be found under: http://on.undp.org/t7fJs.

Qualified women and members of minorities are encouraged to apply. Due to large number of applications we receive, we are able to inform only the successful candidates about the outcome or status of the selection process.

5. FINANCIAL PROPOSAL

- Lump sum contracts
  The financial proposal shall specify a total lump sum amount in USD, for each deliverable as per TOR. Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The financial proposal should be provided in the Breakdown of Cost by Deliverables table in the Offeror’s Letter.

6. EVALUATION

Individual consultants will be evaluated based on the following methodologies:

1. Lowest price and technically compliant offer

   When using this method, the award of a contract should be made to the individual consultant whose offer has been evaluated and determined as both:

   a) responsive/compliant/acceptable, and

   b) offering the lowest price/cost

   “responsive/compliant/acceptable” can be defined as fully meeting the TOR provided.

2. Cumulative analysis

   When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:
a) responsive/compliant/acceptable, and

b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

* Technical Criteria weight 70%

* Financial Criteria weight 30%

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

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<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
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<tbody>
<tr>
<td>Technical</td>
<td>70%</td>
<td>70 points</td>
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<tr>
<td>Criteria A</td>
<td>Level of research experience with the focus on the security sector</td>
<td>25 points</td>
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<tr>
<td>Criteria B</td>
<td>Level of experience in data analysis and reporting</td>
<td>30 points</td>
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<tr>
<td>Criteria C</td>
<td>Interview</td>
<td>15 points</td>
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<td><strong>Financial</strong></td>
<td>30%</td>
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**ANNEX**

**ANNEX 1- TERMS OF REFERENCES (TOR)**
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 their 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 his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor’s performance under the Contract, the Individual contractor shall advise the authority of the requirements, duties, rights and immunities of the Contract and the contractor and shall not comply with such instructions. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor shall at all times act in the best interests of the United Nations. The Individual contractor shall not, for any reason, act in any manner detrimental to the performance of the Contract or the interests of UNDP.

3. 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/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.

4. CONFIDENTIALITY OF DOCUMENTS AND INFORMATION: Information and data that are considered proprietary by either UNDP or the Individual contractor shall be provided to the Recipient of the information ("Discloser") and not to any other party ("Recipient") for purposes of performing obligations under the Contract. The Individual contractor shall not disclose such information to any other person or entity without the prior written consent of the Discloser. The Individual contractor shall be responsible for any breach of the terms of this provision by its subcontractors and agents.

5. 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 and supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, 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 and supplies that is beyond normal wear and tear.

6. UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her 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 his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or 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, models, 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 services under the Contract.

7. 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 fare when by air. UNDP may require the Individual contractor to submit a “Statement of good health” from a recognized physician prior to commencement of services 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 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 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 dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. NOTICE OF TERMINATION; 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, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be modified in any way by or on behalf of or for any of its contractors, subcontractors or agents, unless such modifications or changes are approved in writing by UNDP. 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 or suspension thereof.

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 his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her 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 his or her 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 resulting from or arising under or by reason of the Individual contractor’s negligence or failure to perform his or her obligations under the Contract, or his or her 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, the Individual contractor would have been required to furnish; (d) remove or otherwise dispose of any equipment, materials, or other property that, if the Contract had been completed, the Individual contractor would have been required to furnish; (e) deal in no way with the equipment, materials, or other property described in subparagraph (d), except for the purpose of returning such equipment, materials, or other property to the Individual contractor; (f) give all orders, directions or instructions for the return of such equipment, materials, or other property to the Individual contractor, or to others for the return of such equipment, materials, or other property to the Individual contractor, and to cooperate in such manner as to facilitate the safe return of such equipment, materials, or other property to the Individual contractor; and (g) avoid the actual or apparent conflict of interest between the Individual contractor and another party. In the event of any termination of the Contract, upon receipt of notice of termination by 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, the Individual contractor would have been required to furnish; (d) remove or otherwise dispose of any equipment, materials, or other property that, if the Contract had been completed, the Individual contractor would have been required to furnish; (e) give all orders, directions or instructions for the return of such equipment, materials, or other property to the Individual contractor, or to others for the return of such equipment, materials, or other property to the Individual contractor, and to cooperate in such manner as to facilitate the safe return of such equipment, materials, or other property to the Individual contractor; and (g) avoid the actual or apparent conflict of interest between the Individual contractor and another party.

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.

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

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor’s obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor’s obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

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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