CONTRACT FOR INDIVIDUAL CONSULTANT

Request for written proposal

Technical Assistance for the Final Evaluation of the Project:
"SIQ STABILITY- Mitigation of Immediate Hazards in the Siq of Petra, Jordan (Phase II)".

Date: 28/11/2016

UNESCO Office in Amman is requesting written proposals for the assignment described in Attachment A.

To enable you to prepare a proposal for this assignment, please find attached the following documents:

- Terms of Reference (Attachment A)
- UNESCO’s contract for Individual Consultants (Attachment B)
- Vendor form (Attachment C)

The written proposal should comprise the following components:

1) A technical proposal consisting of the following:
   - An up-to-date curriculum vitae;
   - A description of a proposed approach for undertaking the assignment;
   - A work plan with a detailed timeframe;
   - Comments on the Terms of Reference if any (in brief);

2) A negotiable lump sum amount to be charged for the assignment, which should be quoted in USD. Please show any travel costs separately.

Please note that:
- Your proposal and any supporting documents must be in English.
- Your proposal should be submitted by e-mail no later than 12/12/2016. Email proposals should not exceed 5 MB and shall be sent to Ms. Giorgia Cesaro g.cesaro@unesco.org, copying Ms. Sabrina Salis s.salis@unesco.org.

UNESCO places great emphasis on ensuring that the objectives of the work assignment, as described in the Terms of Reference, are met. Accordingly, in evaluating the proposals for the assignment, attention will focus first and foremost on the technical elements. From those proposals deemed suitable in terms of the criteria in the Terms of Reference, UNESCO shall select the proposal that offers the Organization best value for money.

It is the individual’s responsibility to ensure that his/her proposal is received before the deadline.

Thank you for your interest in this UNESCO assignment, we look forward to receiving your proposal.
ATTACHMENT A

a. Context: Petra

The Petra Archaeological Park (PAP) was designated as a UNESCO World Heritage Site in 1985. The PAP is a very important and significant archaeological park in Jordan and it is the most frequented site in the country, playing an important role in the tourism sector’s contribution to GDP, which scores second only to the revenues from potash mining within Jordan’s economy.

Petra lies in a large valley surrounded by mountain ranges; its geology is dominated by the high limestone tabular plateau, known as the Shera Mountains, to the east.

The Siq is a 1.2 km naturally formed gorge in the sandstone mountains that served, during the Nabataean times, and still serves today as the main entrance to the site. Because of the religious niches and water management features, the Siq in its entirety is considered a monument of religious and historic significance. The width of the Siq ranges from 3m to 15.70m. It is formed by very steep slopes with variable height from the ground level, from few meters at the entrance to several tens of meters in some areas of the path.

b. Project history

Petra is also a very fragile site facing a wide diversity of risks, ranging from those posed by environmental factors, such as natural and geological hazards, as well as those attributed to tourism and the lack of adequate site management and emergency measures for tourists and monument safety.

Rapid onset natural phenomena, such as earthquakes, floods and landslides, pose a major threat to cultural heritage and visitors. During the rainy season, water flows into the Siq from the surrounding wadis. Water management and the hydraulic system created by the Nabataeans, protected the monuments and people from life threatening flash-floods, however those systems are now deteriorated and no longer protecting the site or visitors. As a result of this project conducted by the Petra National Trust from 1996 to 2002, the velocity of water flow during flash floods was reduced by restoring the existing floor of the Siq to its original pavement and grade.

Responding to the detachment of a block occurred in March 2009 in the south slope of the Siq, located in a high risk area for visitors, the UNESCO Amman office from 2009 to 2010 funded several field surveys of the Siq by an expert geologist with the aim of developing the methodology to stabilize the fractured rock, undertaking initial studies and providing technical advice to the Department of Antiquities (DoA). It was
determined that the rock was in a very unstable condition and a serious threat to visitors. A conservation project that included consolidation, stabilization and anchoring measures was undertaken in April 2011.

As a result of this event, the DoA requested assistance in fully mapping the risks caused by slope instability in the entire Siq, and accordingly the Rapid Assessment Project supported by the World Heritage Fund through International Assistance (April 2011) was developed. The project was conducted by UNESCO consultants to provide a preliminary assessment of visible slope sectors of the Siq potentially prone to collapse and preparing methods and strategies for the long-term assessment and monitoring of the Siq.

In keeping with the previous work, the project "Siq Stability: Sustainable Monitoring Techniques for Assessing Instability of Slopes in the Siq of Petra (Phase I)", was implemented during 2012-2015. The aim of the project was the application of an integrated set of monitoring techniques to record and document instability phenomena in the Siq of Petra, as well as the comprehensive documentation of the site, and the enhancement of the capacities of the local authorities (the Department of Antiquities and the PDTRA) to address landslide risks in the Siq.

Building upon the achievements of Phase I, the project "SIQ STABILITY- Mitigation of Immediate Hazards in the Siq of Petra, Jordan" (Phase II) began its operations in October 2015 and is currently coming to an end. The project aims to further contribute to the management and conservation of the Siq of Petra, through the implementation of priority mitigation strategies against landslide risk and improve the capacities of the national authorities to prevent environmental hazards in Petra.

c. Project objectives

The overall goal of the project "SIQ STABILITY- Mitigation of Immediate Hazards in the Siq of Petra, Jordan (Phase II)" is the prevention and mitigation of landslide risk in the Siq of Petra.

Project objectives:

- Minimize the risk of rock and debris falls along the Siq slopes and from the upper areas and increase tourist safety in the Siq.
- Enhance awareness on environmental risks in the Siq among the local community and the local stakeholders.
- Develop capacities among the local authorities and the local community to address the management of landslide specific risk at the site and implement mitigation measures.
d. Project’s results

- Successful implementation of a number of landslide risk mitigation measures in the Siq such as the removal of debris from the upper Siq and the dislodgement of small to medium size unstable blocks from the Siq slopes.
- Training of local authorities (DoA and PAP) and local community members on climbing skills useful for the removal of unstable blocks from the Siq slopes.
- Implementation of a comprehensive program in Petra to raise awareness on landslide risks in the Siq of Petra targeting local stakeholders, national authorities, youth in Petra, and site business beneficiaries.

2. Contract Objectives and Expected Results

2.1. General overall contract objective

This final evaluation of the "Siq Stability" project will focus on evaluating the achievements of the project in view of its set objectives (objectives-based study) and providing suggestions on how to improve the performance of the project in view of a next phase. The specific purpose of the evaluation is:

- To determine whether the program’s objectives have been achieved (objectives-based study).
- To identify ways forward and make recommendations on improvements for a third phase of the project.

2.2. Specific contract assignment

More specifically, the contractor shall:

- Conduct field assessment trips to collect first-hand data for the evaluation report;
- During the field assessment trips, the expert shall meet with staff from different stakeholders, participants, trainers and beneficiaries of the programme. It will also be necessary for the expert to meet with the UNESCO Amman Office staff to organize and follow up on activities in the field;
- Review all project relevant materials, such as project document, narrative reports, visibility material etc.
- On the basis of the above assessments carried out prepare a final Evaluation Report in English, which shall incorporate UNESCO’s comments and will be structured along the following lines:
  i. Executive Summary;
  ii. Introduction (description of the project and the evaluation, methodological approach)
  iii. Answered questions/findings (presenting the evaluation questions and conclusive answers, together with evidence reasoning);
  iv. Overall assessment (synthesizing the answers to the evaluation questions into an overall assessment of the project- findings, conclusions and lessons);
v. Conclusions (featuring not only the successes observed but also the issues requiring further thought or a different course of actions; identify transferable lessons);
vi. Recommendations (as realistic, operational and programmatic as possible; aimed to improve or reform the project and future programming);
vii. Annexes (including the list of stakeholders consulted during the evaluation, key documents reviewed, ToRs, survey forms and aggregate findings, etc.)
viii. Summary of the Evaluation

• Finalize, in consultation with the UNESCO Amman Office, the evaluation report.

3. Role and Responsibility of UNESCO and the contractor

UNESCO Office in Amman will:

• Provide suggestions on approaches for the development of the assessment;
• Provide the expert with contact information of key partners of the project;
• Regularly monitor the effective and timely implementation of the contract tasks;
• Review the final report making suggestions and requesting revisions where necessary.

The contractor will:

• Implement the tasks according to the ToR and agreed work plan (see below), in regular consultation and coordination with the UNESCO Amman Office;
• Ensure that reporting requirements are met to the highest standards for all tasks outlined under the ToRs.

4. Deliverables

The evaluation should start as soon as possible after the closure of the Call. UNESCO requires the following set of deliverables:

1. Methodology, research, financial proposals, and work plan for the implementation of the project evaluation.
2. Draft of the evaluation report.
3. Final of the evaluation report.

5. Qualifications and Experience of the consultant

The following are mandatory requirements that the consultant should meet in order to be eligible for the contract award:
• University degree (MA preferable), in the field of Social Sciences, Development Studies, Project Management, Public Administration, Engineering Geology, Environmental Sciences;
• Substantial experience in the evaluation of projects in the subject areas relevant to the Terms of Reference;
• Proven record of similar assignments and demonstration of experience in similar projects through concrete project examples;
• Availability to carry out field visits in Petra and Amman during the contract period as necessary;
• Experience working in a multicultural environment;
• Familiarity with UN common system, knowledge of UN financial rules and regulations;
• Excellent communication skills in Arabic as well as excellent writing and reporting skills in English.
Proposal

Consultant name:
Date:
(Please attach up to date curriculum vitae)

Fill in the three sections below in English abiding by the maximum number of words allowed.

1. Approach and methodology for the assignment (max 500 words)
2. Work plan and comments on the Terms of Reference if any (max 500 words)
3. Financial Proposal
CONTRACT FOR INDIVIDUAL CONSULTANTS

THE UNITED NATIONS EDUCATIONAL, and SCIENTIFIC AND CULTURAL ORGANIZATION

(hereinafter called ‘UNESCO’) (hereinafter called ‘The Individual Specialist’)

7, place de Fontenoy, 75352 Paris 07 SP France

Vendor Number:

Hereby agree as follows:

TERMS OF REFERENCE

1. Under the supervision of the Individual Specialist shall:

DURATION OF CONTRACT

2. If the contract is not signed by the Individual Specialist and returned to UNESCO by [dd/mm/yyyy] at the latest, it will be considered null and void. This date is subject to modification upon agreement of both parties.

3. This contract shall come into effect on [dd/mm/yyyy], and shall expire on satisfactory completion and delivery of the services described above, but no later than [dd/mm/yyyy], unless terminated earlier under the terms of this contract.

4. If, by the expiry date of the contract as defined in Article 3 above, the Individual Specialist has performed no part of the work assignment, and no advances have been paid by UNESCO, the contract shall be considered null and void.

5. After the expiration of the contract, the Individual Specialist cannot claim payment for any work not delivered on time, as stipulated in article 6.3 below.

CONDITIONS OF PAYMENTS

6. Payments and Currency

6.1. UNESCO shall make payments to the Individual Specialist on a lump sum basis.

6.2. The contract shall be drawn up and all payments made in United States Dollars, Euros or currencies in which UNESCO holds a bank account. Only one currency can be used in any one contract. Where necessary, the United Nations’ operational rate of exchange on the date a contract is signed should be used to convert amounts into another currency, but no adjustments will be made for exchange rate variations during the contract period, either to the overall amount or a staggered payment.
6.3. UNESCO shall make the following payments to the Individual Specialist for the services to be provided under the terms of this contract:

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<th>Payment</th>
<th>Upon submission and approval by UNESCO of the following:</th>
<th>Reference Article 1</th>
<th>Latest date for submission</th>
<th>Amount</th>
<th>Currency</th>
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6.4. The final payment, or each payment in the case of staggered payments, shall be made only after receipt and approval as satisfactory by UNESCO of any deliverable that the Individual Specialist is required to submit for payment under the terms of this contract.

6.5. All payments (see article 6.3 below) shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary’s own banking fees, shall be the responsibility of the Individual Specialist.

6.6. No payments shall be made to a third party.

7. Advance Payments

Except for expenses necessarily incurred by an Individual Specialist in order to prepare for an assignment (e.g. travel or equipment), no advance payment shall be made.

8. Travel

If deemed necessary by UNESCO, the Individual Specialist who is required to travel in order to perform the work described in article 1, shall be paid a lump sum of [aa] (state currency, which must be the same as the currency in article 6.3) to cover all travel related expenses, including daily subsistence allowance, tickets for the authorized travel and other related expenses (e.g. visas, vaccinations and terminal expenses), in accordance with UNESCO’s usual travel provisions.

9. Reimbursement

9.1. If any of the work corresponding to the instalments in article 6.3 is not completed to UNESCO’s full satisfaction, and/or prior to the expiration of the contract, UNESCO shall have the right to the reimbursement of full or partial payments made, including any advanced payment, to the extent that the services already rendered are either unusable or inadequate in relation to the expenses incurred by UNESCO.

9.2. Any reimbursement shall be returned in the same currency as the payment was made.

10. Banking Instructions

10.1. The Individual Specialist should confirm below mentioned banking instructions for any payments arising from the present contract:
Name of the Bank:
Address of Bank:
Name of the Account Holder:
Number of Account:
IBAN Number:
SWIFT Address:

10.2. Only one banking instruction is allowed in any one contract.

UNESCO TERMS AND CONDITIONS

11. This contract is subject to General Terms and Conditions as attached. Each page of these Terms and Conditions should be initialled by the Individual Specialist and UNESCO.

12. The Individual Specialist and UNESCO also agree to be bound by the provisions contained in the following documents, which form the only legally valid contractual arrangement between the parties and which shall take precedence in case of conflict in the following order: (i) the present contract and (ii) the General Terms and Conditions attached hereto.

Signed on behalf of the Director-General of UNESCO:

Name: 
Date :
Title :  Signature :

Individual Specialist:

“I acknowledge that I have read and accept the terms and conditions on the following page”.

Name: 
Date :
Title :  Signature :
GENERAL TERMS AND CONDITIONS

Article I. Legal Status

1. Individual Specialist is neither a staff member under the UNESCO Staff Regulations and Staff Rules nor an official under the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). He/she may, however, be given the status of 'expert on mission' within the meaning of Annex IV of the said Convention.

2. Any immunities and privileges that may be accorded the Individual Specialist by a government are conferred in the interests of UNESCO. Any such immunities and privileges shall not be invoked to excuse the Individual Specialist from discharging any private obligations or from observing laws and police regulations. Should a question of immunities and privileges arise, the Individual Specialist shall immediately report to the Director-General of UNESCO, who shall decide whether they shall be waived.

Article II. Obligations

1. The Individual Specialist is subject to the authority of the Director-General of UNESCO and is responsible to the Director-General in the performance of his/her work.

2. The Individual Specialist's responsibilities are exclusively international. By accepting a contract with UNESCO, the Individual Specialist undertakes to carry out the work given to him/her and to regulate his/her conduct with the interest of the Organization only in view.

3. In providing his/her service, the Individual Specialist shall neither seek, nor accept, any instructions from any government or any authority external to the Organization, except as may be authorized by the Director-General of UNESCO.

4. The Individual Specialist shall conduct him/herself at all times in a manner befitting his international status. He/she shall not engage in any activity that is incompatible with the performance of his/her work for UNESCO. He/she shall avoid any action and in particular any kind of public pronouncement that may adversely reflect on his/her status, or on the integrity, independence and impartiality that is required by that status. While he/she is not expected to give up his/her national sentiments, or his/her political and religious convictions, he/she shall at all times bear in mind the reserve and tact incumbent upon him/her by reason of his/her international status.

5. The Individual Specialist shall exercise the utmost discretion in regard to all matters of official business. He/she shall not communicate to any person unpublished information known to him/her by reason of his/her assignment, except by authorization of the Director-General of UNESCO. These obligations remain binding even after the expiry of the contract.

6. If the Individual Specialist, by malice, culpable negligence or failure to observe any applicable rule, involves UNESCO in unnecessary loss, expense or liability, he/she shall be held responsible and may be required to pay compensation.

Article III. Declaration of Compatibility of the Professional Status

1. Family Ties

(i) The Individual Specialist certifies that he/she is not the father, mother, son, daughter, brother or sister of a staff member of UNESCO, of an employee of the ancillary services...
or of someone who, at the same time, holds a supernumerary contract or contract for individual consultants or other specialists or has a fellowship with UNESCO.

(ii) The Individual Specialist also certifies that, if he/she has a spouse working as a UNESCO staff member, or as an ancillary services employee, the spouse does not work in the same Sector, Bureau or field office in which the Individual Specialist will be working.

2. Multiple Contracts

(i) The Individual Specialist certifies and declares that he/she only holds one contract of any type with UNESCO at any one time. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

(ii) The Individual Specialist certifies and declares that he/she is not a beneficiary of any type of UNESCO Fellowship. Any failure to respect this condition renders this present contract liable for immediate termination, without notice or indemnity.

3. The Individual Specialist certifies and declares that he/she does not have incompatible professional status under UNESCO’s provisions governing the contracts for individual consultants and other specialists.

Article IV. Officials not to Benefit

The Individual Specialist confirms that no official of UNESCO has received from or will be offered by the Individual Specialist any direct or indirect benefit arising from this contract or the award thereof. The Individual Specialist accepts that breach of this provision is a breach of an essential term of this contract which renders this present contract liable for immediate termination, without notice or indemnity.

Article V. Taxes

UNESCO will not reimburse any taxes, duties or other contributions for which the Individual Specialist may be liable in respect of any payments made to him/her under the terms of this contract.

Article VI. Use of Name, Emblem or Official Seal of UNESCO

The Individual Specialist shall not in any manner whatsoever advertise, display, appropriate for personal use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with his/her business or otherwise.

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* In order to avoid the perception of lack of independence or conflict of interest, the individual selected for an assignment must not be:
  - a fellow or a holder of another contract of any type with UNESCO at the same time as the proposed contract;
  - a member of the Executive Board or an Alternate during his/her term of office until at least 18 months have elapsed from the date of cessation of their representational functions;
  - a member of any UNESCO Committee, International Programme Governing Body or National Commission;
  - the External Auditor and members of his or her staff who have participated in the audit of the Organization during the two financial periods (e.g. two biennia) following completion of their mandate;
  - a member of the Oversight Advisory Committee for 5 years following the expiry of his/her term;
  - other officials with oversight responsibilities, including members of the Advisory Committee on Administrative and Budgetary Questions (ACABQ), International Civil Service Commission (ICSC), Joint Inspection Unit (JIU) or other similar bodies in the United Nations system, who have had oversight responsibilities over UNESCO, during their service and within 4 years of ceasing that service.
Article VII. Confidential Nature of Documents and Information

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Individual Specialist under this contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this contract.

Article VIII. Title Rights

UNESCO shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks with regard to all material which bears a direct relation, to, or is made in consequence of, the services provided to the Organization by the Individual Specialist.

Article IX. Medical Clearance

The Individual Specialist certifies and declares that he/she: a) is in good health b) has no condition that would prevent him/her from carrying out the work as foreseen by this contract and c) has obtained any necessary inoculations or other medical treatment which may be necessary for him/her to travel to and work in the area(s) foreseen under this contract. The Individual Specialist will be held fully responsible for this certification and declaration. If requested, Individual Specialists may be required to undergo a full medical examination, and be medically cleared by UNESCO's Chief Medical Officer, prior to taking up their duties.

Article X. Insurance

1. (i) The Individual Specialist shall be insured by UNESCO for work-related accidents, injuries, illnesses or death while performing duties on behalf of the Organization.

   (ii) The insurance provides for compensation in the case of: (a) death or permanent total disablement; (b) permanent partial disablement; (c) temporary total disablement. Coverage for temporary, partial disablement is not included. The capital sum insured shall be up to a maximum of 85 000 USD. The scale of compensation payable will be in accordance with the terms and conditions of UNESCO’s policy with its insurer. Medical expenses attributable to work-incurred accidents or illnesses are paid up to a maximum annual amount of 10 000 USD.

   (iii) If any injury, illness or death for which compensation is payable under the above provisions is caused in circumstances which, in the Director-General’s opinion, create a legal liability on the part of a third party to pay damages, the UNESCO Director-General may, as a condition of granting compensation, require the Individual Specialist to whom it is granted to assign to the Organization any rights of action which he/she may have against such a third party. The Individual Specialist shall thereupon furnish to UNESCO any data or evidence which may be available to him/her, and shall render all other assistance which may be required in prosecuting any claim or action against such a third party. He/she shall not settle any such claim or action without the consent of the Organization; UNESCO shall be entitled itself to do so or to require him/her to do so upon such terms as seem reasonable to it.

2. Other than the provisions set out in Article X, paragraph 1(ii), UNESCO does not provide medical insurance to the Individual Specialist.
Article XI. Title to Equipment

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this contract or when no longer needed by the Individual Specialist. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the Individual Specialist, subject to normal wear and tear. The Individual Specialist shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

Article XII. Termination

1. UNESCO or the Individual Specialist may cancel the contract before it has come into effect by giving written notice to the other party. For contracts of less than 2 months the period of notice is 5 days, for longer contracts – 14 days. No compensation shall be payable in such cases. Should UNESCO cancel the contract with shorter notice, the Individual Specialist is entitled to 5% of payment for each month of service provided by the contract, subject to a maximum of 30% of the total amount.

2. Once the contract has come into effect, it may be terminated by either party at any time before the expiry date with 2 weeks written notice for contracts of 6 months or less, or 1 month’s written notice if the contract is for more than 6 months. If UNESCO terminates the contract, the Individual Specialist is entitled to an indemnity of 5% of payment for each remaining aggregated period of service equivalent to one month, subject to a maximum payment of 30% of the total amount. In the event of termination by the Individual Specialist, or of the inability of the Individual Specialist to carry out fully its terms, UNESCO may deduct from any payments due an amount equivalent to any losses caused to the Organization, taking into consideration the extent to which the assignment has been completed.

3. Notwithstanding the provisions of Article XII, paragraphs 1 and 2, in the event of breach of contract, including false declarations, on the part of the Individual Specialist, the contract may be immediately terminated by UNESCO without notice or indemnity.

Article XIII. Arbitration

1. Any controversy or dispute concerning the execution or interpretation of this contract shall be settled by negotiation between the parties. If it is not amicably settled, it shall be submitted, at the initiative of either party, either to the Chairperson of the UNESCO Appeals Board or be the subject of an arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force. The arbitrator shall rule upon the costs of arbitration, which shall be either apportioned between the two parties or paid by one of them only. The arbitral award shall be final and irrevocable.

2. The party initiating the procedure shall decide which of the two procedures shall apply.

Article XIV. Amendments

This contract may be amended specifying all modifications and signed by both UNESCO and the Individual Specialist prior to the expiry date of the present contract. If the Individual Specialist wishes to propose amendments, these proposals should be communicated to UNESCO which, if deemed necessary, will prepare the amendment to present contract for mutual agreement and signature.

Initials: