

PO# 12788

UNITED NATIONS DEVELOPMENT PROGRAMME



No. 039/2014

Contract for the Services of an Individual Contractor

DEVELOPMENT OF ANTI CORRUPTION STRATEGY AND ACTION PLAN (NATIONAL CONSULTANT)

This Contract is entered into on 02 May 2014 between the United Nations Development Programme (hereinafter referred to as "UNDP") and Audax Kweyamba, (hereinafter referred to as "the Individual Contractor") whose address is:

Dr. Audax Kweyamba,  
University of Dar-Es-Salaam,  
P.O BOX 35042,  
Dar-Es-Salaam  
Cell phone: 0754-399012;  
E-mail: audaxkweyamba2007@gmail.com

WHEREAS UNDP desires to engage the services of the Individual Contractor on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Contractor is ready and willing to accept this Contract with UNDP on the said terms and conditions,

NOW, THEREFORE, the Parties hereby agree as follows:

**1. Nature of services**

The Individual Contractor shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as Annex I in the following Duty Station(s): Zanzibar.

**2. Duration**

This Individual Contract shall commence on 08 May 2014, and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than 17 June 2014, (including travel days) unless sooner terminated in accordance with the terms of this Contract. This Contract is subject to the General Conditions of Contract for Individual contractors which are available on UNDP website at <http://www.tz.undp.org> and are attached hereto as Annex II.

**3. Consideration**

As full consideration for the services performed by the Individual Contractor under the terms of this contract, including, unless otherwise specified, his/her travel to and from the duty station(s), any other travel required in the fulfillment of the Terms of Reference in Annex I, and living expenses in the Duty Station(s), UNDP shall pay the Individual Contractor a total of TSHS. 36,000,000 in accordance with the

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table set forth below. Payments shall be made upon certification by Government and UNDP that the services related to each deliverable, as described below, have been satisfactorily performed and the Deliverables have been achieved by or before the due dates specified below, if any.

DELIVERABLE		AMOUNT IN TZS
Upon signing of the contract and presentation of Inception Report	10%	1,800,000.00
Submission and Approval of the 1 <sup>st</sup> Draft Report	40%	7,200,000.00
Submission and Approval of the Final Evaluation Report	50%	9,000,000.00
Operations Cost		18,000,000.00
<b>Total Amount for 30 Working Days</b>		<b>TZS 36,000,000</b>

If unforeseen travel outside the Duty Station not required by the Terms of Reference is requested by UNDP, and upon prior written agreement, such travel shall be at UNDP's expense and the Individual Contractor shall receive a *per diem* not to exceed United Nations daily subsistence allowance rate in such other location(s).

Where two currencies are involved, the rate of exchange shall be the official rate applied by the United Nations on the day the UNDP instructs its bank to effect the payment(s).

#### 4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual Contractor are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Contractor shall be solely liable for claims by third parties arising from the Individual Contractor's own acts or omissions in the course of performing this Contract, and under no circumstances shall UNDP be held liable for such claims by third parties.

#### 5. Beneficiary

The Individual Contractor selects ANETH KWEYAMBA as beneficiary of any amounts owed under this Contract in the event of death of the Individual Contractor while performing services hereunder. This includes the payment of any service-incurred liability insurance attributable to the performance of the services for UNDP.

Mailing address, email address and phone number of beneficiary:

.....0754282928/0754392758

Mailing address, email address and phone number of emergency contact (if different from beneficiary):

.....atunyora@yahoo.com

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Contractor, acknowledge and agree that I have read and accept the terms of this Contract, including the General Conditions of Contracts for Individual contractors available on UNDP website at [www.undp.org/procurement](http://www.undp.org/procurement) and attached hereto in Annex II which

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form an integral part of this Contract, and that I have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

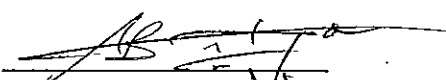
The Individual Contractor has submitted a Statement of Good Health and confirmation of immunization.

**AUTHORIZING OFFICER:**

**INDIVIDUAL CONTRACTOR:**

United Nations Development Programme (UNDP)

  
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Mr. Titus Osundina  
Deputy Country Director (O)

  
\_\_\_\_\_  
Audax Kweyamba  
Consultant

Date: 5/5/14

Date: 06/05/2014

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