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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

CONCESSION CONTRACTS/AGREEMENT EXPERT

PROCUREMENT NOTICE No. UNDP/IC/UNDP E&E/008/2018

Date: 17 April 2018 Country: Liberia

Duty Station: Monrovia, Liberia

Description of the assignment: Concession Contracts/Agreements Expert

Project name: UNDP EISD1 Project

Duration: 6 Months

Starting date: 16 May 2018

Contract type: Individual Contractor (International)

Languages: English

Proposals should be submitted at the following address: by email to bids.lr@undp.org (Please include procurement notice number in the subject area) no later than Friday, 27 April 2018 at 5:00 PM (GTM).

Any request for clarification must be sent by standard electronic communication to the address or e-mail indicated below: info.lr.procurement@undp.org

UNDP will respond 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

Liberia's natural resources continues to be a major source of hope for inclusive economic growth and development, as well as social transformation. The management of these natural resources however has come under scrutiny through the role of Foreign Direct Investment (FDI) concessionaires, whose operations were meant to generate employment and stimulate local economy. The sobering reality however is that concessions have not lived up to the expectations of the key stakeholders – the Government of Liberia, the investors, and the Project Affected Communities (PACs). While the decline in global commodity prices since 2011 has undermined revenues, progress in developing some of the concessions has been slow, particularly in the agriculture sector. Expected contributions to tax revenue and royalties from the investments have not been realized and local/community development spin-offs

have not been delivered. Alongside these challenges, land concession conflicts and labour disputes associated with concessions continue to be a key driver of conflict.

The perennial inability of the Government to not only award concessions, but also to negotiate contracts that are beneficial to the country and then ensure implementation has come under criticism. Despite measures to enhance public contracting, including the enactment of the Public Procurement and Concession Act that established the Public Procurement and Concessions Commission, the establishment of the Liberia Extractive Industries Transparency Initiative and the National Bureau of Concessions, application of the legal and regulatory framework for the granting and management of concessions and implementation of this framework remains uneven, including performance monitoring to ensure full compliance.

With the election of George Weah as President, human development and a Pro-Poor agenda has assumed significance. Among his top priorities over the first 150 days is the review of all existing concessions agreements/contracts to establish the extent of legal compliance and enforcement of the terms and conditions, subject to the requirements of Liberian Law, and if not, to propose recommendations to address the default, and second, advise on prospective contracts to be signed. In this respect, the President has set up a Presidential Special Review Committee (the Committee) which has commenced work. The Minister of State for Presidential Affairs (Office of the President) has requested UNDP technical support for the work of the Committee.

Toward this end and to support Government's effort aimed at accelerating economic development, and in cognizance of the new government's pro-poor governance agenda, UNDP is seeking the services of an independent expert through a 6-month consultancy to support the imperatives of the Committee.

2. Scope of Work

UNDP intends to engage an International Expert to assist the SRC to review the extent of compliance and enforcement of the terms and conditions of the concession contracts and agreements and advise on prospective contracts to be signed. The agreements/contracts and the recommendations should include those for which there were or are ongoing disputes.

Working in coordination with other experts and the Government staff, the International Expert will be responsible to:

- Provide expert advice on infrastructural, agricultural, mining and energy concession contracts/agreements
- Analyze proposed investments, identify and support key government stakeholders, while defining targets and benchmarks, outlining opportunities and benefits to the people and nation, and identifying any critical issues as they emerge
- On the basis of the above-review:
 - design and put in place a consensus building process whereby involved parties, including Government, Concession holders, and communities may acknowledge, and if necessary remedy procedural and substantive deficiencies in the awarding and implementation of the concessions under review; and
 - determine if further actions are required by the government to ensure compliance and validity of the concessions.
- Represent the Government with its infrastructural, agricultural, mining and energy needs in front of the American federal government

- Provide policy advisory services on concessions to the office of the Legal Advisor
- Conduct analysis and research on potential partners, identify possible areas of cooperation and opportunities for initiation of new projects
- Vet in-coming companies, highlighting challenges or risks associated with investments, in particular, asset-specific risks and asset class risks
- Analyse all financial models, both in the feasibility studies and in proposals submitted as part of the competitive bidding process to ensure that the projects are affordable, financially sound and sustainable with appropriate risk allocation
- Advise line ministries and other government entities on the feasibility studies required in order to demonstrate contract/agreement viability
- Develop an interactive web-based Management Information System tool
- Maintain regular communication and cooperative relationship with relevant line Ministries, implementing agencies and other stakeholders to provide comprehensive regular update, advise on project developments and provide recommendations for action
- Establish and maintain strategic partnerships and resource mobilization with bilateral and multi-lateral partners to achieve the President's agenda
- Perform such other tasks as assigned by the Legal Advisor as may become necessary

While performing the Assignment, the Independent Expert(s) is expected to work alongside relevant government entities such as the Liberia Extractive Industries Transparency Initiative (LEITI), Ministry of Lands, Mines and Energy, the Inter-Ministerial Concessions Committee and the National Bureau of Concessions.

Some adjustments to the specific tasks may be proposed by the independent expert(s) for approval by the Committee.

3. Deliverables

The objective is to support the conduct of a review of concessions contracts and agreements and advise on prospective contracts to be signed with a view to improve: (i) the overall business environment, (ii) the financial and economic results for the government and people of Liberia, and (iii) the commercial attractiveness and investment environment of the sector.

Expected deliverables

Deliverables	Timeline	Percentage
Appropriate methodology, timelines from desk review and inception report including preliminary observations and critical issues	3 weeks	10%
Expand Liberia's political and economic outreach to key members of the US Congress and the Executive branch	4 weeks	30%
Analyze proposed infrastructure, agriculture, mining and energy investments, vet in-coming companies, highlighting challenges or risks associated with investments, in particular, asset-specific risks and asset class risks	6 weeks	25%
Review key terms of community-investor lease and benefit sharing agreement related to concession agreements/contracts, and provide recommendations for reform	5 weeks	15%
Conduct stakeholder consultations including discussions with companies	4 weeks	20%

and GoL entities; identify capacity building and training programs to remedy the identified gaps and weaknesses in government and other stakeholders' capacity to implement and enforce the terms and conditions		
Submission of final report with recommendations for (i) non-compliance issues that can be resolved through consensus building process to allow the concession holder to become compliant within a time frame and (ii) resolution of any other identified issues of non-compliance	4 weeks	10%
Total	26 weeks	100 %

4. Recruitment Qualifications

Education: Advanced degree or higher in fiscal policy, public administration or other closely related field;

Experience: At least 10 years of relevant work experience in financial analysis and planning, project management, development management, investment appraisal, risk management, infrastructural management, involvement in concessions, and familiar with concessions/contracts trends and best international practices;

- Experience in the large-scale agricultural, energy, mining and infrastructure investments;
- Experience with Federal advocacy work;
- Strong familiarity with the Liberian context is highly desired;
- Experience with local counterpart partnering is necessary;
- Excellent communication and presentation skills;
- Excellent negotiation and advocacy skills and experience in coordinating and maintaining synergy with development partners;
- Experience in the usage of computers and office software packages, experience in handling of web based management systems;
- Possesses proven ability to analyze from a global perspective, with the ability to offer practical policy advice on economic issues based on local realities;
- Uses Information Technology effectively as a tool and resource.

Languages: Fluency in written and spoken English is required.

5. Competencies

Corporate Competencies

- Demonstrates integrity by modelling the UN values and ethical standards
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favouritism
- Excellent analytical and organisational skills

Functional Competencies

Knowledge Management and Learning

- Promotes a knowledge-sharing and learning culture
- In-depth knowledge of development issues
- Ability to provide and advocate for policy advice
- Actively works towards continuing personal learning and successfully applies newly acquired skills

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

6. Documents to be included when submitting the proposal

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

(i) Explaining why they are the most suitable for the work (1 page); (ii) brief methodology on how they will approach and conduct the work

2. Financial proposal

3. Personal CV (P11) including past experience in similar projects and at least 3 references

7. Financial Proposal

The financial proposal shall specify an all-inclusive lump sum monthly rate. Payments will be made to the Individual Consultant based on specific and measurable deliverables as specified in the TOR upon completion of all deliverables.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total price</u>
Consultancy/professional fee + living allowance etc: all- inclusive lump sum	months	6		
Air ticket: Economy class, most direct route	Trip	1		

8. Evaluation

Individual consultants will be evaluated based on the following methodologies:

Cumulative analysis

Award of the contract will 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

** Technical Criteria; [70 points]*

** Financial Criteria; [30 points]*

Only candidates obtaining a minimum of 70% of the maximum points would be considered for the financial evaluation

Criteria	Weight	Max. Point
<u>Technical</u>		
<i>Criteria A: Technical skills, given by qualifications and training record</i>	<i>10.5%</i>	<i>15</i>
<i>Criteria B: Overall experience in the provision with the services given above</i>	<i>24.5%</i>	<i>35</i>
<i>Criteria C: Adequacy of competencies & skills responding to the Terms of Reference , (TOR) ;</i>	<i>14%</i>	<i>20</i>
Criteria D: Methodology: relevance to TOR	<i>21%</i>	<i>30</i>
<u>Financial</u>	<i>30 points x price of the lowest price proposed / price of proposal</i>	<i>30 points</i>

ANNEXES

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX 3 – P11 FORM

INSTRUCTIONS Please answer each question clearly and completely. Type or print in ink. Read carefully and follow all directions.		UNITED NATIONS DEVELOPMENT PROGRAMME PERSONAL HISTORY FORM (for Individual Contracts)					
1. Family Name		First Name		Middle name		Maiden name, if any	
2. Date of Birth	Da Mo Yr	3. Place of Birth	4. Nationality (ies) at birth		5. Present nationality (ies)		6. Sexe
7. Height	8. Weight	9. Marital status Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Widow <input type="checkbox"/> Divorced <input type="checkbox"/>					
10. Permanent address Telephone No. Fax No.		11. Present Address (if different) Telephone No. Fax No.		12. Office Telephone No. Office Fax No. Office E-mail No.			
13. Do you have a spouse and/or children? YES <input type="checkbox"/> NO <input type="checkbox"/> if the answer is "yes", give the following information:							
NAME		Date of birth	Relationship		NAME		Date of birth
14. Have you taken up any legal permanent status in any country other than that of your nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", which country?							
15. Have you taken any legal steps towards changing your present nationality? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer is "yes", explain fully:							
16. Are any of your relatives employed by a public international organization? YES <input type="checkbox"/> NO <input type="checkbox"/> If the answer is "yes", give the following information:							
NAME			Relationship		Name of International Organization		
17. What is your preferred field of work?							
18. KNOWLEDGE OF LANGUAGES. What is your mother tongue?							
OTHER LANGUAGES	READ		WRITE		SPEAK		UNDERSTAND
	Easily	Not Easily	Easily	Not Easily	Fluently	Not Fluently	Easily
							Not Easily
19. For clerical grades only Indicate speed in words per minute					List any office machines or equipment you can use		
Typing Shorthand	English	French	Other languages				

20. EDUCATIONAL. Give full details - N.B. Please give exact titles or degree in original language.

A. UNIVERSITY OR EQUIVALENT Please do not translate or equate to other degrees.

NAME, PLACE AND COUNTRY	ATTENDED FROM/TO		DEGREES and ACADEMIC DISTINCTIONS OBTAINED	MAIN COURSE OF STUDY
	Mo./Year	Mo./Year		

B. SCHOOLS OR OTHER FORMAL TRAINING OR EDUCATION FROM AGE 14 (e.g. high school, technical school or apprenticeship)

NAME, PLACE AND COUNTRY	TYPE	ATTENDED FROM/TO		CERTIFICATES OR DIPLOMAS OBTAINED
		Mo./Year	Mo./Year	

21. LIST PROFESSIONAL SOCIETIES AND ACTIVITIES IN CIVIC, PUBLIC OR INTERNATIONAL AFFAIRS

22. LIST ANY SIGNIFICANT PUBLICATIONS YOU HAVE WRITTEN (Do not attach)

23. EMPLOYMENT RECORD: Starting with your present function, list in reverse order every employment you have had. Use a separate block for each FUNCTION. Include also service in the armed forces and note any period during which you were not gainfully employed. If you need more space, attach additional pages of the same size. Give both gross and net salaries per annum for your last and present FUNCTION.

A. PRESENT FUNCTION (LAST FUNCTION, IF NOT PRESENTLY IN EMPLOYMENT)

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:

DESCRIPTION OF YOUR DUTIES

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B. PREVIOUS FUNCTION (IN REVERSE ORDER)

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FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				
FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

FROM	TO	SALARY PER ANNUM		EXACT TITLE OF YOUR FUNCTION:
MONTH/YEAR	MONTH/YEAR	STARTING	FINAL	
NAME OF EMPLOYER:				TYPE OF BUSINESS:
ADDRESS OF EMPLOYER:				NAME OF SUPERVISOR:
				NO AND KIND OF EMPLOYEES SUPERVISED BY YOU:
DESCRIPTION OF YOUR DUTIES				

24. DO YOU HAVE ANY OBJECTIONS TO OUR MAKING ENQUIRIES OF YOUR PRESENT EMPLOYER? YES <input type="checkbox"/> NO <input type="checkbox"/>		
25. ARE YOU NOW, OR HAVE YOU EVER BEEN A PERMANENT CIVIL SERVANT IN YOUR GOVERNMENT'S EMPLOY? YES <input type="checkbox"/> NO <input type="checkbox"/> If answer if "yes", WHEN?		
26. REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications. <i>Do not repeat names of supervisors listed in item 24.</i>		
FULL NAME	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 <input type="checkbox"/> NO <input type="checkbox"/> If "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.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>DATE: _____</div> <div>SIGNATURE: _____</div> </div>		
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.		

**UNITED NATIONS DEVELOPMENT PROGRAMME
GENERAL CONDITIONS OF CONTRACTS 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 Individual 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.

STANDARDS OF CONDUCT

2. 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 Individual Contract. Should any authority external to UNDP seek to impose any instructions on the Individual Contract regarding the Individual contractor’s performance under the Individual 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 Individual Contract or otherwise related to its obligations under the Individual Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Individual 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 Individual 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 Individual Contract. In the performance of the Individual 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 Individual 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 Individual Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Individual 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 Individual Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Individual 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 Individual 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 Individual Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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

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 Individual Contract, including any extension thereof, and, unless otherwise provided in the Individual Contract, shall remain effective following any termination of the Individual 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 Individual 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 Individual Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Individual 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 Individual Contract, of any part thereof, or of any of the rights, claims or obligations under the Individual 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 Individual Contract concerning any goods or services to be provided under the Individual Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an Individual Contract by UNDP thereto, unless any such undertakings, licences or other forms of Individual Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Individual Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Individual 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 Individual 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 Individual 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 Individual Contract.

USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

8. 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.

INDEMNIFICATION

9. 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 Individual 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 Individual Contract, which give rise to legal liability to anyone not a party to the Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual Contract.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Individual Contract, UNDP shall have the right to suspend or terminate the Individual Contract on the same terms and

conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Individual Contract in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

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 Individual 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 Individual Contract.

13. TERMINATION

Either party may terminate the Individual 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 Individual 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 Individual Contract.

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 Individual Contract.

In the event of any termination of the Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual 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 Individual Contract. Additional costs incurred by UNDP resulting from the termination of the Individual 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 Individual 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 Individual 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. AUDIT AND INVESTIGATION

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 Individual Contract and for a period of two (2) years following the expiration or prior termination of the Individual 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 Individual Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Individual Contract or the award thereof, the obligations performed under the Individual Contract, and the operations of the Individual contractor generally relating to performance of the Individual 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 Individual 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 Individual 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 Individual 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 Individual Contract, order the termination of the Individual 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 Individual 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 Individual 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 7, above, or as are otherwise set forth in the Individual Contract, any arbitral proceedings in accordance with Article 17 above, arising out of the Individual Contract must be commenced within three 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 Individual Contract, the cause of action accrues when such time of future performance actually begins.

19. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Individual Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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

Date _____

Pa Lamin Beyai
United Nations Development Programme
Simpson Building
Sekou Toure Avenue, Mamba Point
Monrovia, Liberia

Dear Sir/Madam:

I hereby declare that:

I have read, understood and hereby accept the terms of reference describing the duties and responsibilities of **Concession Contracts/Agreements Expert - Monrovia, LIBERIA**

- a) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- b) 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;
- c) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available 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

- d) 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.

- e) For your evaluation, the breakdown of the above mentioned all-inclusive amount is attached hereto as Annex 2;

- f) 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;
- g) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;
- h) 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*];
- i) If I am selected for this assignment, I shall [*pls. check the appropriate box*]:

☐

Sign an Individual Contract with UNDP;

☐

Request my employer [*state name of company/organization/institution*] to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

- j) I hereby confirm that [*check all that applies*]:

☐

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐

I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

☐

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal :

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- k) 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 or outcome of the selection process.
- l) If **you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- m) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations or entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed :

Annexes*[pls. check all that applies]:*

- ☐ CV or Duly signed P11 Form
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

BREAKDOWN OF COSTS

SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

A. Breakdown of Cost by Components:

Cost Components	Unit Cost in USD	Quantity	Total Rate for the Contract Duration in USD
I: Personnel Costs			
Professional Fee		6 months	
Others (pls. specify)			
Total Personnel cost (All inclusive) in USD			
II: Travel Expenses to Join Duty Station			
Round Trip Airfares to and from duty station	Trip	1	
Living Allowance		184 days	
Travel Insurance			
Terminal Expenses			
Others (pls. specify)			
Total Travel Cost (All inclusive) in USD			
III: Local Travel Expense at Duty Station			
Local Travel (Attending office)			
Field Travel, if any as per TORs			
Filed Living Allowance, if any as per TORs			
Others (pls. specify)			
Total Travel Cost at Duty Station (All inclusive) in USD			
Total Financial Proposal in USD			

B. Breakdown of Cost by Deliverables*

Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Amount
Deliverable 1		
Deliverable 2		
Deliverable 3		
Deliverable 4		
Deliverable 5		
Deliverable 6		
Total	100%	USD

**Basis for payment tranches*