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INDIVDIUAL CONSULTANT PROCUREMENT NOTICE

INTERNATIONAL CONSULTANT – CIVIL ENGINEERING

DATE: 03 December 2018

Office	UNDP Libya
Country	Libya
Description of the Assignment	To provide engineering support for project
Project Name	Political Dialogue Project, UNDP Libya
Type of Appointment	Individual consultant (International)
Duty Station	Tripoli, Libya (with travel to outside of capital)
Period of Assignment/Service	44 workdays
Expected Start Date	10 December 2018

Proposal should be submitted by email to the following email address: tenders.ly@undp.org no later than 08th December 2018.

Any request for clarification must be sent in writing, or by standard electronic communication to the email address procurement.ly@undp.org. UNDP Libya Procurement Unit will respond in writing or by standard electronic mail and will send written copies of the responses, including an explanation of the query without identifying the source of the inquiry, to all candidates who expressed their interest.

BACKGROUND

Since the revolution in 2011, Libya has experienced various degrees of political instability and conflict. In December 2015, the signing of the Libyan Political Agreement (LPA) aimed at ending the political divisions and at providing a framework for a transitional process. Given the obstacles faced in the implementation of the LPA, UNSMIL, under the auspices of the SRSG Dr. Ghassan Salamé, has launched the UN Action Plan to facilitate consensus-building, national reconciliation, and the finalization of the political transition. In that context, UNSMIL with the assistance of UNDP, in consultation with Libyan interlocutors, will organize a National Conference NC, a “al-Multaqa al-Watani”. The aim of the Conference is to re-establish a national narrative to establish the foundations upon which a revived Libya can be built. The National Conference shall be a major gathering of approximately 200 Libyan participants, and will be conducted in a location which is yet to be determined, but within Libya.

Given the substantial logistical requirements that accompany the preparations of an event of such magnitude, UNDP Libya is seeking to hire an International Civil Engineer consultant to be responsible for the structural design, working drawings; prepare and co-ordinate structural specifications and compile the final design package. International Civil Engineer will ensure that the contractor(s) comply with design, drawings, quantity and specifications agreed between the parties.

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2. RESPONSIBILITIES:

Under the overall supervision of the Project Manager, PD Project, UNDP Libya and Special Assistant of the SRSG of UNSMIL, the International Civil Engineer shall provide hands-on support and shall responsible to provide support the organization in order to organize the National Conference. The consultant will be expected to conduct or assist in some or all of the following during the course of his/her duties:

- Assist UNDP project through assessment of identified critical/crucial infrastructure in selected location;
- Develop and review scope of works, expression of interest, bill of quantities, technical specifications, and other required procurement documents for the public works to be undertaken;
- Provide inputs during the tender and award processes especially in the pre-tendering meetings with contractors and as a member of the Tender Evaluation Committee;
- Provide input in addressing the CAP/R/ACP questions related to submitted bids if and when required;
- Review and verify/certify the payment request submitted by the contractor before submitting to payment;
- Monitor day-to-day progress of project activities and promptly report any abnormality or risks to the respective UNDP project manager;
- Follow up and oversee of rehabilitation civil, electrical and mechanical works at site preparation and execution of the works against the provided approved sketch and bill of quantities within the set time frame;
- Conduct Inspection of rehabilitation works not limited to inspection of materials, equipment's to be installed;
- Check and certify substantial construction progress/ completion and the corresponding payments. Advice UNDP to withhold payment for any work which has been rejected or any work which is not in compliance with the contract documents;
- Certify/Issue certificates of Substantial Completion in coordination with UNDP and the contractor;
- Any other duties and responsibilities as may be assigned by the PM, UNDP Libya.

3. DELIVERABLES

Payment will be based on approval and submission of monthly progress report based on the TOR and below deliverables:

- Develop and review scope of works, expression of interest, bill of quantities, technical specifications, and other required procurement actions;
- Support in reviewing and verifying the BOQ already prepared by the respective technical departments;
- Oversee ongoing construction activities;
- Support construction Inspection including inspection of materials, equipment's to be installed;
- Provide Engineers Estimates for all work packages;
- Attend pre-bid conferences;
- Carry out technical bid evaluations review and certification;
- Visit prospective contractors to inspect premises, equipment and authenticity of bid declarations;
- Attend pre-award meetings;
- Prepare all planning spread sheets, estimates, budgetary information and progress reports required by management;

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4. REQUIREMENTS FOR EXPIERENCE AND QUALIFICATIONS

Academic qualification

Bachelor Degree in Civil Engineering.

Experience

- At least 05 years of experience in construction project management, contracts management and site engineering support;
- At least 02 years of experience as a civil engineer in the construction industry including buildings, access roads, internal roads, water supply, drainage, sewerage and etc;
- Experience in design, preparation of BOQ, cost estimates for civil structures and rehabilitation works;
- Knowledge of international standards for civil works related to buildings;
- Experience in handling of tender documents for turnkey contracts, including technical inputs/specifications for the procurement of services;
- Construction supervision experience of buildings, utility services, schools, power plants, water treatment systems etc;
- Preparation of work progress reports;
- Proven ability to work with multi-disciplinary teams and liaison with authorities;
- Experience in supervising rehabilitation works and managing projects.

Language proficiency

- Fluency in written and spoken English is essential; knowledge of Arabic is desirable

5. COMPETENCIES

- Experience in preparation of BOQ, cost estimates for civil structures and rehabilitation works;
- Knowledge of international building standards for civil works;
- Experience in handling of procurement processes;
- Construction supervision experience of buildings, utility services, schools, power plants, water treatment systems etc;
- Experience in preparation of work progress reports;
- Experience in supervising rehabilitation works and managing projects;
- Written and oral communication skill in English is a necessary requirement.

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6. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

- Technical Proposal;
- Explaining why they are the most suitable for the work;
- Financial proposal;
- Personal CV including past experience in similar projects and at least 3 contactable reference**s.**

FINANCIAL PROPOSAL

Lump sum contract

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables (i.e. whether payments fall in installments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of this lump sum amount (including number of anticipated working days).

Travel

There will be some travel outside Tripoli depending on the security situation in the country.

7. EVALUATION

Criteria	***Weight***	***Max. Point***
Technical Competencies	***70***	
Bachelor Degree in Civil Engineering or relevant discipline	10	10
At least 05 years of experience in construction project management, contracts management and site engineering support	20	20
At least 02 years of experience as a civil engineer in the construction industry including buildings, access roads, internal roads, water supply, drainage, sewerage and etc.	15	15
Demonstrable 02 years of experience in design, preparation of Scope of Works and BOQ for complex constructions, including reporting skills in reporting the work progress, financial status of project.	15	15

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Experience in handling of tender documents for turnkey contracts, including technical inputs/specifications for the procurement of services using the conditions of international lending/funding agencies	05	05
Previous work experience with UNDP agencies and /or international organizations	05	05
Financial (Lower Offer/Offer*100	***30***	
Total Score	***Technical score 70 + 30 Financial***	

Note:

- Applications without i) financial offer and ii) CV will NOT be considered for evaluation;
- Financial proposal should be on provided format (i.e Annex 3- OFFEROR'S LETTER TO UNDP).

ANNEX'S:

ANNEX 1 - TERMS OF REFERNCE;
ANNEX 2 - INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS;
ANNEX 3 - PROPOSAL SUBMISSION FORM.

Annex 1

TERMS OF REFERNCE

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INTERNATIONAL CONSULTANT – CIVIL ENGINEERING

BACKGROUND

Since the revolution in 2011, Libya has experienced various degrees of political instability and conflict. In December 2015, the signing of the Libyan Political Agreement (LPA) aimed at ending the political divisions and at providing a framework for a transitional process. Given the obstacles faced in the implementation of the LPA, UNSMIL, under the auspices of the SRSG Dr. Ghassan Salamé, has launched the UN Action Plan to facilitate consensus-building, national reconciliation, and the finalization of the political transition. In that context, UNSMIL with the assistance of UNDP, in consultation with Libyan interlocutors, will organize a National Conference NC, a "al-Multaqa al-Watani". The aim of the Conference is to re-establish a national narrative to establish the foundations upon which a revived Libya can be built. The National Conference shall be a major gathering of approximately 200 Libyan participants, and will be conducted in a location which is yet to be determined, but within Libya.

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RESPONSIBILITIES:

Under the overall supervision of the Project Manager, PD Project, UNDP Libya and Special Assistant of the SRSG of UNSMIL, the International Civil Engineer shall provide hands-on support and shall responsible to provide support the organization in order to organize the National Conference. The consultant will be expected to conduct or assist in some or all of the following during the course of his/her duties:

- Assist UNDP project through assessment of identified critical/crucial infrastructure in selected location;
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REQUIREMENTS FOR EXPIERENCE AND QUALIFICATIONS

Academic qualification

- Bachelor Degree in Civil Engineering.

Experience

- At least 05 years of experience in construction project management, contracts management and site engineering support;
- At least 02 years of experience as a civil engineer in the construction industry including buildings, access roads, internal roads, water supply, drainage, sewerage and etc;
- Experience in design, preparation of BOQ, cost estimates for civil structures and rehabilitation works;
- Knowledge of international standards for civil works related to buildings;
- Experience in handling of tender documents for turnkey contracts, including technical inputs/specifications for the procurement of services;
- Construction supervision experience of buildings, utility services, schools, power plants, water treatment systems etc;
- Preparation of work progress reports;
- Proven ability to work with multi-disciplinary teams and liaison with authorities;
- Experience in supervising rehabilitation works and managing projects;
- Written and oral communication skill in English is a must and knowledge of Arabic Language is an asset.

Language proficiency

- Fluency in written and spoken English is essential; knowledge of Arabic is desirable

Competencies

- Experience in preparation of BOQ, cost estimates for civil structures and rehabilitation works;
- Knowledge of international building standards for civil works;
- Experience in handling of procurement processes;
- Construction supervision experience of buildings, utility services, schools, power plants, water treatment systems etc;
- Experience in preparation of work progress reports;
- Experience in supervising rehabilitation works and managing projects;
- Written and oral communication skill in English is a necessary requirement.

DURATION OF ASSIGNMENT:

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- 44 workdays

DUTY STATION:

Tripoli, Libya (with travel to outside of capital)

DELIVERABLES

Payment will be based on approval and submission of monthly progress report based on the TOR and below deliverables:

- Develop and review scope of works, expression of interest, bill of quantities, technical specifications, and other required procurement actions;
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- Attend pre-bid conferences;
- Carry out technical bid evaluations review and certification;
- Visit prospective contractors to inspect premises, equipment and authenticity of bid declarations;
- Attend pre-award meetings;
- Prepare all planning spread sheets, estimates, budgetary information and progress reports required by management;

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GENERAL CONDITIONS OF CONTRACT FOR THE SERVCES OF INDIVIUAL CONTRACTORS

1. **LEGAL STATUS**: The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a "staff member" of UNDP, under the UN' Staff Regulations and Rules, or an "official" of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2**. STANDARDS OF CONDUCT**: In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any

instructions on the Contract regarding the Individual contractor's performance under the

Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable

assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission". The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse". In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

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3**. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS**: Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

4. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a

reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

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

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

7. **SUBCONTRACTORS**: In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any

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justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**: The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.

9. **INDEMNIFICATION**: The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor , or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10**. INSURANCE**: The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual contractor 's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

11. **ENCUMBRANCES AND LIENS**: The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**: In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following

the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

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

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the

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

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

14. **NON-EXCLUSIVITY**: UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

15. **TAXATION:** Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. **AUDITS AND INVESTIGATIONS**:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.
The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and

to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

17. **SETTLEMENT OF DISPUTES**:

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

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

18. **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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ANNEX 3

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

Date _____

Sultan Hajiyev,
Country Director
United Nations Development Programme
Libya Country Office

Dear Sir/Madam:

I hereby declare that:

A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];

B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;

C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;

D) 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 [delete this item if the TOR does not require submission of this document];

E) I hereby propose to complete the services based on the following payment rate: *[please 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.

F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 3A;

G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;

H) This offer shall remain valid for a total period of _____ days [*minimum of 90 days*] after the submission deadline;

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I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

J) If I am selected for this assignment, I shall *[please 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:

_____

K) 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

L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) ***If you are a former staff member of the United Nations recently separated, please 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.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

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YES ☐ NO ☐ he answer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation

S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?

YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: _____ SIGNATURE: _____

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.

Annexes *[please check all that applies]*:

☐ CV shall include Education/Qualification, Processional Certification, Employment Records /Experience

☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template

☐ Brief Description of Approach to Work (if required by the TOR)

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ANNEX 3A

BREAKDOWN OF COSTS[1]
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

Sr. #	Description/Break-up of Financial Proposal	Total Cost (USD.)
A	Lumpsum Cost for assignment	

Please provide the detailed breakup as below

Detailed Breakup					
Sr. #	**Description/Break-up of Financial Proposal**	**Unit**	**Quantity**	**Unit Cost (USD)**	**Total Cost (USD.)**
A1	Professional Fess	Per Month	02		
A2	Living Allowance – Tripoli	Per Month	02		
A3	Economy Class Tickets for sector-Home- Libya –Home		01		
A4	Miscellaneous (if any – please provide the details)				

*Considering the security situation, the consultant will be based at the location identified and provided by UNDP Libya. Therefore, while completing the section A-2, please consider the above.

[1] The costs should only cover the requirements identified in the Terms of Reference (TOR)