**INDIVDIUAL CONSULTANT PROCUREMENT NOTICE**

**INTERNATIONAL CONSULTANT ELECTORAL TEAM LEADER**

**DATE: 10 February 2019**

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| **Office** | UNDP Libya |
| **Country** | Libya |
| **Description of the Assignment** | To provide hands-on technical support to HNEC on election planning and implementation  |
| **Project Name** | *Promoting Elections for the People of Libya (PEPOL)* |
| **Type of Appointment** **Duty Station** | Individual consultant (International)Tripoli, Libya and home-based |
| **Period of Assignment/Service** | Six (6) months with maximum of 120 (one-hundred-and-twenty) working days (possibility of extension). |
| **Expected Start Date** | 01 March 2019 |

Proposal should be submitted by email to the following email address: tenders.ly@undp.org no later than 22 February 2019.

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.

1. **Background**

The United Nations Security Council Resolution 2009 established the UN Support Mission in Libya (UNSMIL) in September 2011. The UNSMIL has since commenced its support to the country's new transitional authorities in their post-conflict efforts. These range from assisting the Libyan authorities restore public security and the rule of law, promote inclusive political dialogue and national reconciliation, help the Libyans embark on the drafting of a new constitution and lay the foundation for elections. Specifically, the resolution encourages Libyans to implement plans “to ensure a consultative, inclusive political process with a view to agreement on the constitution and the holding of free and fair elections”.

In February 2012, the High National Elections Commission (HNEC) was put in place and a joint UN electoral team has supported the HNEC since in organizing three electoral processes: the elections of the General National Congress which took place on 7 July 2012 and were widely praised as credible. The team also supported the February 2014 Constitutional Drafting Assembly elections and the June 2014 House of Representatives elections. Under Libyan leadership, UNSMIL and UNDP are jointly supporting the electoral process based on their comparative expertise to ensure uniform decision-making and effective planning. The *Promoting Elections for the People of Libya (PEPOL)* project has been designed to provide a comprehensive range of electoral support through the integrated UN Electoral Support Team (UNEST).

While most Libyans express disappointment with the outcomes of previous elections, they still have a general sense of confidence in the HNEC. With the support of UN electoral team, and having carried out three electoral processes, the HNEC has acquired considerable knowledge and skills in electoral management. Nevertheless, the HNEC, like many other institutions in the country, is in a transitional phase and needs sustained capacity strengthening in order to maintain its independence and professionalism thus contributing to efforts to consolidate democracy and stability in Libya. In its request to the UN for electoral assistance, the HNEC emphasized the building of institutional capacity as a key objective in addition to requiring direct support for the upcoming electoral events, including constitutional referendum

On 29 November 2018, the HNEC received from the House of Representatives (HoR) a copy of Law No. 6, tasking the HNEC to conduct a referendum on the draft constitution that was put forward by the Constitutional Drafting Assembly (CDA) in July 2017. As a result, a referendum process is expected to take place in the first quarter of 2019.

PEPOL project seeks to achieve four key outputs, namely:

* + Support HNEC in the planning, preparation and conduct of national elections including out of country voting (OCV);
	+ Develop HNEC institutional and staff capacities and raise awareness on the requirements of electoral processes that are transparent, credible and promote inclusive participation;
	+ Promote public participation in electoral processes, targeting vulnerable groups with activities that enable them to exercise their right to vote;
	+ Raising the electoral awareness of local partners, enabling them to perform their role effectively in the electoral process and contribute to a peaceful electoral environment.
1. **Objective of the Consultancy**

Under the supervision and guidance of the UN Special Representative of the Secretary General (SRSG) and the UNDP Resident Representative, the incumbent will be the lead person on the UN electoral support to Libya, both through the UN Electoral Support Team and the Promoting Elections for the People of Libya (PEPOL) project.

1. **RESPONSIBILITIES**

**He or she will assist the HNEC in the following key functions to achieve the desired results:**

* Provide technical advice to the relevant Libyan authorities and electoral stakeholders on the improvement of the legal framework for elections; covering aspects such as options for voter registration, voting operations including out-of-country voting, voter education and public outreach, and the conduct of referenda and elections.
* Facilitate discussions on the above-mentioned issues, organise information sessions, discussion workshops and seminars for election stakeholders; prepare non-papers, discussion papers, background notes, etc.;
* Provide electoral advisory support to UNSMIL and HNEC;
* Support the UN efforts to coordinate the international community’s efforts on electoral assistance to Libya; liaise and foster strategic cooperation with other partners including civil society to reinforce the dialogue on improvement of the integrity and credibility of the electoral process in Libya.
* Analyze and update the HNEC on any emerging risks and mitigation factors;
* Provide guidance and direction to the work of the UN electoral team;
* Elaborate and submit periodic reports on the progress of the activities under UNEST;
* Promote cross-unit teamwork and skills development for the team members through coaching and mentoring;
* Capture and disseminate lessons-learnt and best practices to contribute to learning on policing and development elsewhere.

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| **Competencies** |
| Functional Competencies:Advocacy/Advancing A Policy-Oriented Agenda* Advocates for the inclusion of UNDP’s focus areas in the public policy agenda;
* Brings visibility and sensitizes decision makers to relevant emerging issues;
* Builds consensus concerning UNDP’s strategic agenda with partners on joint initiatives;
* Leverages UNDP’s multidisciplinary expertise to influence the shape of policies and programmes;
* Demonstrates political/cultural acumen in proposing technically sound, fact-based approaches/solutions;
* Develops internal organizational policies promoting strategic approaches to UNDP’s focus areas (HQ);
* Dialogues with national counterparts and other stakeholders to strengthen advocacy efforts, incorporating country, regional and global perspectives;
* Demonstrates cultural sensitivity.

**Results-Based Programme Development and Management:*** Identifies country needs and strategies using a fact-based approach;
* Sets performance standards, monitors progress and intervenes at an early stage to ensure results are in accordance with agreed-upon quality and timeframes and reports on it;
* Makes use of a variety of resources within UNDP to achieve results, such as cross-functional teams, secondments and developmental assignments, and collaborative funding approaches;
* Oversees and documents the process of strategy formulation for programmes at country level;
* Ensures the integration of UNDP’s strategic concern in interagency, other multilateral initiatives and multi-sectoral development frameworks;

 Building Strategic Partnerships: * Identifies and prioritizes opportunities and obstacles in the political scene (government, civil society, parliamentarians, pressure groups) to advance UN agenda; identifies common interests and goals and carries out joint initiatives with partners;
* Makes effective use of UN/UNDP’s resources and comparative advantage to strengthen partnerships;
* Builds partnerships with non-traditional sectors by translating UN/UNDP’s agenda into messages that reflect the pertinence of their values and interests;
* Creates networks and promotes initiatives with partner organizations;
* Leverages the resources of governments and other development partners.

Innovation and Marketing New Approaches:* Influences and coaches others inside and outside UN/UNDP in developing and implementing innovative approaches;
* Creates an environment that fosters innovation and innovative thinking;
* Conceptualizes more effective approaches to programme development and implementation and to mobilizing and using resources;
* Leverages resources in support of new approaches;
* Facilitates change and influences senior decision makers to implement change strategies.

Resource Mobilization:* Contributes to the development of resource mobilization strategies;
* Actively develops partnerships with potential donors and government counterparts in all sectors at country level;
* Shares information with country offices concerning opportunities to tap potential donors;
* Strengthens the capacity of the country office to mobilize resources.

Job Knowledge/Technical Expertise:* Possesses expert knowledge of advanced concepts in primary discipline, a broad knowledge of related disciplines, as well as an in-depth knowledge of relevant organizational policies and procedures;
* Applies knowledge to support the unit/branch’s objectives and to further the mandate of UN/UNDP;
* Applies a broad knowledge of best management practices; defines objectives and work flows, positions reporting relationships in such a way as to obtain optimum effectiveness for the unit/branch;
* Keeps abreast of new developments in area of professional discipline and job knowledge and seeks to develop him/herself personally;
* Demonstrates comprehensive knowledge of information technology and applies it in work assignments;
* Demonstrates expert knowledge of the current programme guidelines and project management tools and manages the use of these regularly in work assignments.

Client Orientation:* Anticipates constraints in the delivery of services and identifies solutions or alternatives;
* Proactively identifies, develops and discusses solutions for internal and external clients, and persuades management to undertake new projects or services;
* Consults with clients and ensures their needs are represented in decision-making processes;
* Advises and develops strategic and operational solutions with clients that add value to UNDP programmes and operations.

Core Competencies:* Promoting ethics and integrity, creating organizational precedents;
* Building support and political acumen;
* Building staff competence, creating an environment of creativity and innovation;
* Building and promoting effective teams;
* Creating and promoting enabling environment for open communication;
* Creating an emotionally intelligent organization;
* Leveraging conflict in the interests of UNDP & setting standards;
* Sharing knowledge across the organization and building a culture of knowledge sharing and learning;
* Fair and transparent decision making; calculated risk-taking.
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1. **Reporting**

The UN Electoral Team Leader will report to the SRSG on political issues relating to function of team leader and to the UNDP RR regarding programmatic and contractual matters.

1. **Required Skills and Experience**

Education:

* Advanced university degree (Masters or equivalent) in international relations, law, anthropology, community development, or any other related field combined with equivalent experience.

Experience:

* 15 years of experience in providing electoral assistance under the UN or similar organization in post-conflict and/or peace-keeping contexts;
* Experience in OCV.
* Work experience in programme/project formulation, management and policy advice in the areas of governance and elections;
* Experience in engagement at senior management level and providing high-level electoral briefings is a key requirement.
* Previous working experience for the UN in the Arab region is an asset.

Language:

* Strong written and spoken English
1. **SCHEDULE OF PAYMENT**

Payments shall be done monthly based on actual days worked, upon verification of completion of specific reports and approval by the consultant’s supervisor and a timesheet according to UNDP procurement formats for individual contractors.

1. **Duration of the Work**

Six (6) months with maximum of 120 (one-hundred-and-twenty) working days (possibility of extension).

1. **DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**

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| 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.**
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1. **FINANCIAL PROPOSAL**

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| **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.  |

1. **EVALUATION**

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| **Technical score** | **70%** |
| **Financial** | **30%** |
| **total** | **100%** |

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| ***Criteria*** | ***Points*** |
| *Technical* | *100* |
| Advanced university degree (Masters’ or equivalent) in international relations, anthropology, community development, or any other related field. | *20* |
| 15 years of work experience in providing electoral assistance under the UN or similar organization in post-conflict and/or peace-keeping contexts | *30* |
| Work experience in programme/project formulation, management and policy advice in the areas of governance and elections; | *20* |
| Experience in engagement at senior management level and providing high-level electoral briefings is a key requirement. | *20* |
| Previous working experience for the UN is an asset. | *10* |

**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 2**

**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.

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 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 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.

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:

1. 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*];
2. I have also read, understood and hereby accept UNDP’s General Conditions of Contract for the Services of the Individual Contractors;
3. 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;
4. 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];
5. 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.
1. For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 3A;
2. 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;
3. This offer shall remain valid for a total period of \_\_\_\_\_\_\_\_\_\_\_ days [*minimum of 90 days*] after the submission deadline;
4. 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];*
5. 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:

1. 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** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. 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.
2. ***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.
3. 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.
4. Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

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

|  |  |  |
| --- | --- | --- |
| **Name** | **Relationship** | **Name of International Organization** |
|  |  |  |
|  |  |  |
|  |  |  |

1. Do you have any objections to our making enquiries of your present employer?

 YES  NO 

1. Are you now, or have you ever been a permanent civil servant in your government’s employ?

 YES  NO  If answer is "yes", WHEN?

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Full Address** | **Business or Occupation** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

1. 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)

**ANNEX 3A**

**BREAKDOWN OF COSTS[[1]](#footnote-1)**

**SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. #** | **Description/Break-up of Financial Proposal** | **Unit** | **Quantity** | **Unit Cost** **(USD)** | **Total Cost (USD.)** |
| **A** | Lumpsum Cost Per Month | Per Month | 06 |  |  |

*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 | 06 |   |  |
| A2 | Living Allowance – Tripoli  | Per Month | 06 |  |  |
| 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) [↑](#footnote-ref-1)