



## INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

### *International Consultant – Civic Education for Women & Girls for the CEGF Preparatory Workshop*

*for*

### *Support to Civic Engagement in Libya's Transition Project*

Date: 15<sup>th</sup> July 2015

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**Office:** UNDP Libya, based at Tunis, Tunisia.

**Country:** Tunisia

UNDP Libya is seeking a qualified and motivated International consultant in the capacity of Civic Education for Women & Girls for the CEGF Preparatory Workshop in Tunis, to support "Support to Civic Engagement in Libya's Transition (SCELT)" project of UNDP Libya, in the development of draft curriculum and methodologies related to civic education, designing the assigned sessions, provide presentations, lead and guide the group discussion and preparation of workshop session report based on the inputs and discussions from the assigned session.

**Project Name:** Support to Civic Engagement in Libya's Transition (SCELT)

**Period of assignment/services:** 05 work days

Please submit your Technical and Financial proposals to the following e-mail address no later than **22<sup>nd</sup> July 2015. Email: [procurement.ly@undp.org](mailto:procurement.ly@undp.org)**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above: [procurement.ly@undp.org](mailto:procurement.ly@undp.org), will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

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## **1. BACKGROUND**

As part of the mandate given by United Nations Security Council Resolution 2009 (2011), the UN in Libya was tasked with assisting and supporting Libyan national efforts to undertake inclusive political dialogue, promote national reconciliation, and embark upon the constitution-making and electoral process.

The goal of UNDP in Libya is to provide quality advisory services, share best practices and support efforts to build capacity to address development challenges related to constitutional development processes, elections, civic engagement, rule of law, human rights, environment and gender in the context of the UNDP and Government of Libya's Country Programme Document (CPD).

Across the Libya over the last 40 months, a wide range of civic activists and groups have emerged, been trained and supported and have been collaborating on everything from service delivery to the poor, advocacy, democratic dialogue, human rights, women's empowerment and civic engagement more generally. Capacity among these emergent CSOs/activists and their unions, in terms of internal governance, policy development, strategic planning and financial management remains extremely limited.

Civil society in Libya is dynamic and inspiring although still nascent, emerging and in need of extensive capacity development. Where expectations of civil society are high and capacities are low, the international community will need to support these CSOs with patience and discretion as well as with targeted and coordinated capacity development and support.

In order to address this challenge, in 2013 UNDP earmarked US\$700,000 to support the capacity development of Civil Society Organizations (CSOs) in Libya, through Phase1 of the Civic Engagement Grant Fund [CEGF], with a significant proportion distributed as small grants to local initiatives contributing to increasing civic education and engagement, including popular participation in the drafting of a new constitution for Libya. The small grants, between \$10,000 and \$45,000, were distributed to Libyan CSOs through an open and competitive process.

The CEGF adopts a highly innovative approach to capacitating civil society development and project implementation in Libya and seeks to assist and support civic education and engagement in Libya and Libyan national efforts to undertake inclusive political dialogue, promote social cohesion, and embark upon the constitution-making and electoral processes, contributing to an environment for sustainable democracy. Following an international call for proposals, a management contractor for the CEGF was appointed: Canadian Leaders in International Consulting [Clic]. Under UNDP guidance, Clic is responsible for managing and implementing the CEGF Phase 2 including capacity development [training, mentoring and coaching], grant management and evaluation.

Following the success of Phase 1 of the CEGf, and based on key lessons learned, Phase II [July-December 2015] has now been launched by UNDP in May 2015 and will distribute and manage small grants to selected Libyan (CSOs) while developing their capacity in project development and proposal writing, project management and developing capacities to implement the following:

1. Providing **civic knowledge to women and girls** and supporting opportunities for new forms of political education and civic engagement, so that new civic skill, attitudes and knowledge are developed.

2. Developing capacities for conflict analysis and facilitating **grass-roots dialogue and mediation** processes at grass-roots level at key community interfaces and around key community priorities.
3. Supporting **youth leadership development or social entrepreneurship** with a particular focus on vulnerable youth at the margins of society

Additional objectives under which proposals will be considered:

4. Cultivating increased awareness of issues pertaining to **elections** in Libya's democracy and motivating Libyans to participate actively in future elections
5. Raising awareness among the population on the **constitution-making** process
6. Civic education on democracy and human rights

CSOs will also be trained and mentored in managing their funds and measuring and reporting on the effectiveness of their results. Following the submission and assessment of basic concept notes in June 2015, training will be provided to selected CSOs, on both the thematic areas 1-3 and 6 above [training in 4 and 5 may be provided based on proposals submitted and approved by the Steering committee][ and also on proposal writing.

Therefore, a 'CEGF Preparatory Workshop' will be held on 29-31<sup>st</sup> July in Tunis. Following this Preparatory Workshop' the participating CSOs will be requested to expand their concept notes, into full proposals for potential funding. A second '5-day Training of Trainers' Workshop will be held in August/September 2015 in Tunis, for CSOs which have completed successful full proposals to prepare them for delivery of the projects. UNDP is therefore seeking the services of an Individual Consultant for preparation [curriculum development] and delivery of a section of the 3-day preparatory workshop above, focused on women and girls' civic education, including the writing of a brief report summarizing their inputs and learning outcomes.

## **2. SCOPE OF SERVICES / EXPECTED OUTPUTS**

UNDP Libya intends to procure the services of a consultant for five days, who is capable of co-designing and co-facilitating the following with the other technical experts involved:

### **Overview:**

- A 3-day training workshop in Tunis for representatives of the shortlisted CSOs mentioned above in order for them to better prepare their proposals. The training is scheduled to take place 29-31<sup>st</sup> July 2015. Two representatives from each of the shortlisted CSOs will be encouraged to participate in the training. The CSO representatives who attend this training will also be invited to attend the 5-day ToT workshop organized by UNDP in August.
- This preparatory workshop in June will aim to ensure that participating CSOs have an opportunity to learn about emerging **regional best practice** in women and girls civic education and are given a grounding in practical approaches and innovations in this thematic area.
- As the thematic training and the proposal writing are interrelated ICs will also be expected to support the CSOs in proposal development on the final day of the preparatory workshop, giving the CSOs the knowledge and skills to design their proposals.

- The thematic groups will also provide an opportunity for CSOs to identify areas of cooperation, exchange knowledge and information, and avoid duplication as they develop their project ideas.

**Duties & Responsibilities and level of effort for the Preparatory Workshop will be as follows**

Role & Functions	Responsible
Organization and Logistics of the Workshop	[CLIC]
Technical Oversight and approval of inputs	UNDP
<b>Providing civic knowledge to women and girls and supporting opportunities for new forms of political education and civic engagement, so that new civic skill, attitudes and knowledge are developed.</b> <ul style="list-style-type: none"> <li>- 2 days curriculum preparation [1 home-based and 1 on site,</li> <li>- 1 Day attendance at Day 1 of Workshop for familiarization.</li> <li>- 3 x hours of participatory workshop Inputs on Day 2 and 3</li> <li>- 1-day of mentoring support to proposal development during workshop] on Day 3</li> <li>- ½ day Workshop debrief and report</li> </ul>	Individual Consultant : Women & Girls Civic Education

Three further experts focusing on three other thematic Inputs during the workshop and outside the remit of this TOR are as follows:

- Developing capacities for conflict analysis and facilitation of grass-roots dialogue and mediation processes at grass-roots level at key community interfaces and around key community priorities.
- Supporting youth engagement, leadership development or social entrepreneurship with a particular focus on vulnerable youth at the margins of society
- Civic education on democracy and human rights

Under the direct supervision of the UNDP CTA on the thematic areas and of Clic in terms of workshop management agendas, curriculum, logistics etc, the IC will design curriculum, prepare participatory learning sessions, coordinate, implement and facilitate the series of activities in partnership and close cooperation with UNDP, Clic and the three other thematic experts . It should be noted that the approach and style of presentations will be in accordance with best practice in participatory adult learning, will use audio-visual methods and in general draw on methods and approaches advocated by BRIDGE, DG BRIDGE [UNDP] & LEFGE Egypt [IFES].

The IC will also engage in jointly designing, coordinating and facilitating the workshop where required, managing inputs and outputs and providing regular updates and reports to the CTA and Clic. The IC will take responsibility for the complete learning process of any workshop sessions under their remit, including assessing baseline and entry points, the development of curriculum and training materials, the preparation of facilitators and training space, and undertaking quality assurance and conducting monitoring and evaluation exercises.

### **3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

#### **I- Academic Qualification**

- Bachelor's degree in Political Sciences, Gender, Education, Development studies or related field, or equivalent combination of education & professional experience.

#### **Experience**

- Minimum 5 years' experience in democratic development with 3 years specialized experience in providing technical input and training on women and girls civic education in democratic transitions in the MENA region and 2 years' experience in workshop facilitation teams and designing participatory curricula for learning workshops
- Minimum 5 years' experience in women and girl's civic education and Training of Trainer or Facilitators Programmes, writing training curriculum, and toolkits and minimum 2 years' experience in workshop facilitation teams and designing participatory curricula for learning workshops
- Excellent knowledge of Libya and the MENA region and its political & social history & challenges
- Good general knowledge of cross-cutting democratic governance issues, particularly gender, youth and civic engagement and/or civic education
- Experience in working with transitional and emerging democracies and post-conflict environments an asset.
- Fluency in Arabic and English.

#### **II- Competencies:**

##### **Corporate Competencies**

- Demonstrates integrity by modeling the UN's values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism

##### **Functional Competencies**

- Strong knowledge and expertise in managing complex operations in an international/transition context and extensive experience in facilitating and structuring learning process in development/transitional contexts essential
- Experience in supporting democratic governance, and/or civil society through training of trainers is essential
- Able to work well with senior counterparts civil society; and know how to contribute to developing national capacity for development.
- Strong communication and interpersonal skills, negotiation and coordination skills, ability to foster networks and partnerships,
- Good working knowledge of information and computer technology.

- Displays analytical judgment and demonstrated operational capacity in providing and coordinating support to learners in inclusive participation processes, specifically to civil society organizations.
- Demonstrates openness to change , ability to manage complexities, ability to multitask under pressure and to meet strict deadlines often under hardship conditions.
- Excellent organizational and self-management skills and ability to work effectively in teams, delivering through and with others.
- Excellent spoken and drafting skills in both Arabic and English

#### **4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

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

##### **1. Technical Proposal**

- Candidate CV including past experience in similar projects and at **least 3 references**.
- Personal History Form (P11).
- Motivation Letter describing their interest in the assignment and why they are the most suitable for the work.

#### **5. FINANCIAL PROPOSAL**

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 on monthly basis during the duration of the contract (excluding travel and per diem that will be given as per UNDP rate).

#### **6. EVALUATION**

Individual consultants will be evaluated based on the **Cumulative analysis**. The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the **highest score** out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.
  - a. Technical Criteria weight: **70%**
  - b. Financial Criteria weight: **30%**

Only candidates obtaining a minimum of **49 out of 70 points** would be considered for the Financial Evaluation

<b><i>Criteria</i></b>	<b><i>Weight</i></b>	<b><i>Max. Point</i></b>
<b><u>Technical Competencies</u></b>	<b>70</b>	
Educational Requirements and years of experience	20	
Experience in delivering women and girls 's civic education in the MENA region	25	
Experience in developing curriculum, tools, and training of trainers in the MENA region	25	
<b><u>Financial (Lower Offer/Offer*100)</u></b>	<b>30</b>	
<b><u>Total Score</u></b>	<b>Technical score 70 + 30 Financial</b>	

**Note:**

- Candidate P11 including past experience in similar projects and at least 3 references must be provided
- Motivation Letter describing their interest in the assignment and why they are the most suitable for the work must be provided
- Financial proposal should be on provided format (i.e Annex 3- OFFEROR'S LETTER TO UNDP);
- INCOMPLETE PROPOSALS MAY LEAD TO DISQUALIFICATION FROM THE COMPETITIVE PROCESS.

**ANNEX**

**ANNEX1-TERMS OF REFERENCE**

**ANNEX2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**

**ANNEX3- PROPOSAL SUBMISSION FORM**

## **Annex-1**

### ***International Consultant – Civic Education for Women & Girls for the CEGF Preparatory Workshop***

#### ***for Support to Civic Engagement in Libya's Transition Project***

## **1. Background of the Consultancy**

As part of the mandate given by United Nations Security Council Resolution 2009 (2011), the UN in Libya was tasked with assisting and supporting Libyan national efforts to undertake inclusive political dialogue, promote national reconciliation, and embark upon the constitution-making and electoral process.

The goal of UNDP in Libya is to provide quality advisory services, share best practices and support efforts to build capacity to address development challenges related to constitutional development processes, elections, civic engagement, rule of law, human rights, environment and gender in the context of the UNDP and Government of Libya's Country Programme Document (CPD).

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Under the direct supervision of the UNDP CTA on the thematic areas and of Clic in terms of workshop management agendas, curriculum, logistics etc, the IC will design curriculum, prepare participatory learning sessions, coordinate, implement and facilitate the series of activities in partnership and close cooperation with UNDP, Clic and the three other thematic experts . It should be noted that the approach and style of presentations will be in accordance with best practice in participatory adult learning, will use audio-visual methods and in general draw on methods and approaches advocated by BRIDGE, DG BRIDGE [UNDP] & LEFGE Egypt [IFES].

The IC will also engage in jointly designing, coordinating and facilitating the workshop where required, managing inputs and outputs and providing regular updates and reports to the CTA and Clic. The IC will take responsibility for the complete learning process of any workshop sessions under their remit, including assessing baseline and entry points, the development of curriculum and

training materials, the preparation of facilitators and training space, and undertaking quality assurance and conducting monitoring and evaluation exercises.

### **3. Duration of Assignment**

The position will be for a limited duration (home based and in Tunis, Tunisia). Work is to be done both (05 work days assignment)

- 2 days curriculum preparation [1 home-based and 1 on site,
- 1 Day attendance at Day 1 of Workshop for familiarization.
- 3 x hours of participatory workshop Inputs on Day 2 and 3
- 1-day of mentoring support to proposal development during workshop] on Day 3
- ½ day Workshop debrief and report

The post shall be contracted for a period 05 working days during the period July 25 – August 5, 2015.

### **4. Education**

Bachelor's degree in Political Sciences, Gender, Education, Development studies or related field, or equivalent combination of education & professional experience.

### **5. Experience and skills**

- Minimum 5 years' experience in democratic development with 3 years specialized experience in providing technical input and training on women and girls civic education in democratic transitions in the MENA region and 2 years' experience in workshop facilitation teams and designing participatory curricula for learning workshops;
- Excellent knowledge of Libya and the MENA region and its political & social history & challenges
- Good general knowledge of cross-cutting democratic governance issues, particularly gender, youth and civic engagement and/or civic education
- Experience in working with transitional and emerging democracies and post-conflict environments an asset.
- Fluency in Arabic and English.

### **6. Competencies**

#### **Corporate Competencies**

- Demonstrates integrity by modeling the UN's values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism

#### **Functional Competencies**

- Strong knowledge and expertise in managing complex operations in an international/transition context and extensive experience in facilitating and structuring learning process in development/transitional contexts essential
- Experience in supporting democratic governance, and/or civil society through training of trainers is essential
- Able to work well with senior counterparts civil society; and know how to contribute to developing national capacity for development.
- Strong communication and interpersonal skills, negotiation and coordination skills, ability to foster networks and partnerships,
- Good working knowledge of information and computer technology.
- Displays analytical judgment and demonstrated operational capacity in providing and coordinating support to learners in inclusive participation processes, specifically to civil society organizations.
- Demonstrates openness to change , ability to manage complexities, ability to multitask under pressure and to meet strict deadlines often under hardship conditions.
- Excellent organizational and self-management skills and ability to work effectively in teams, delivering through and with others.
- Excellent spoken and drafting skills in both Arabic and English

## 7. Deliverables

- Participate in preparatory meetings [through skype] with the Clic and UNDP teams, before the workshop gain and understanding of the agenda, goals, and processes to be taken before and during the workshop.
- Prepare draft curriculum and methodologies [home-based], including Power Points, Worksheets, Handouts [in both English and Arabic] for the workshop to be shared with the UNDP and Clic Teams for approval and or edits at least 10 f days in advance of the workshop
- Engage in a joint planning meeting with the full team on the day before the workshop, incorporating and adjusting all materials and methodologies to fit with the overall workshop design
- During their assigned sessions, provide presentations, lead and guide the group discussion to realize the agreed learning outcomes for each session and the goals of the workshop.
- Keep the workshop participants on-track, remain neutral, continue prompting dialogue and learning and suggesting ways to overcome barriers and achieve the stated goals of the workshops.
- Ensure everyone participates and that no one dominates the workshop and intervenes if problems arise,
- During the workshop, gain enthusiasm, participation and commitment from the participants with regard to the learning outcomes and approach.
- Mentor participants where required on day 3 of the workshop in the preparation of their proposals.
- Prepare a workshop session report based on the inputs and discussions from their assigned session and summarize all tasks and results in the report.

## **8. Payment Schedule**

Payment will be made at the end of the assignment, upon successful delivery of results, certified as such by the functional supervisor and submission of invoices.

## **9. Duty Station**

Home based and Tunis, Tunisia.



## **ANNEX 2**

### **GENERAL CONDITIONS OF CONTRACT FOR THE SERVICES OF INDIVIDUAL CONTRACTORS**

1. **LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the 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 licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the

applicable law and of the 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 dependants, as appropriate, shall be entitled to compensation

equivalent to that provided under the UNDP insurance policy, available upon request.

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the 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 done 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.

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

Date \_\_\_\_\_

**Noura Hamladji**  
**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 therefore would like to propose my services and I confirm my interest in performing the assignment through the submission of my Personal History Form (P11) 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 2**;
- e) I hereby propose to complete the services for a total **"all inclusive"** price of \_\_\_\_\_ [ *state amount in words and in numbers, in USD* ], payable in the manner described in the Terms of Reference.

## BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

Sr. #	Description/Break-up of Financial Proposal	Unit	Quantity	Unit Cost (USD)	Total Cost (USD)
<b>A.</b>	<b>Consultancy Fee:</b>				
A.1	Professional Fess	Daily	05		
A.2	Living Allowances ( <i>Tunis</i> )*	Pay Day	04		
A.4	Round Trip Ticket Country of Origin-Tunis, Tunisia.		01		
A.4	Miscellaneous (Visa Fee and other, if any) pls provide the breakup				
<b>A.</b>	<b>Total</b>				

\* Living allowance will be paid on the number of days spend in Tunis.

- f) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- g) This offer shall remain valid for a total period of **90 days** after the submission deadline; I understand that I may revise this proposal upon written notice to UNDP prior to the submission deadline;
- h) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- i) If I am selected for this assignment, I shall *[check the appropriate box]:*

☐

Sign an Individual Contract with UNDP;

☐

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

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

☐

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

☐

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

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


☐

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

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

- k) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- l) **IMPORTANT : If you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract. 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.

Full Name and Signature:

Date Signed :

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

☐

Duly signed P11 Form

☐

Brief Description of Approach to Work (required for intellectual work)

☐

Breakdown of Costs Supporting the Final All-Inclusive Price