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INDIVDIUAL CONSULTANT PROCUREMENT NOTICE

INTERNATIONAL CONSULTANT (SENIOR ELECTORAL SECURITY ADVISOR)

DATE: 31 December 2018

Office	UNDP Libya
Country	Libya
Description of the Assignment	To provide hands-on technical support to UNEST and PEPOL and other stakeholders on election security matters
Project Name	Promoting Elections for the People of Libya (PEPOL)
Type of Appointment	Individual consultant (International)
Duty Station	Tripoli, Libya
Period of Assignment/Service	Six (6) months
Expected Start Date	28 January 2019

Proposal should be submitted by email to the following email address: tenders.ly@undp.org no later than 13th January 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.

I. 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 particular for the organization of 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)* 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. Despite these achievements, like other institutions in the country, the HNEC is in a transitional phase and continuous to need 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 for electoral assistance to the United Nations, the HNEC emphasized the building of institutional capacity as a key objective in addition to

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requiring direct support for the upcoming electoral events. The international community also continues to support the HNEC and sees it as an essential institution to the consolidation of democracy in the country.

PEPOL seeks to achieve four key outputs, namely:

- Support HNEC in the planning, preparation and conduct of national and local elections and out of country voting;
- 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.

Toward this end, UNDP wishes to hire the services of a **Senior Electoral Security Advisor** to work as a member of the integrated UN Electoral Support Team to promote credible and peaceful elections in Libya under the respective mandates of UNSMIL and UNDP. Towards this end, the consultant will work under the overall supervision of the UNSMIL Chief Electoral Advisor while reporting on day-to-day basis to the PEPOL Chief Technical Advisor/Project Manager.

II. OBJECTIVE OF THE CONSULTANCY

In this role, the consultant will support UNEST efforts to promote an environment for credible and peaceful elections in Libya during 2018 and beyond.

Specifically, he or she will be responsible for the following:

- As part of UNEST, lead on the provision of technical assistance to the electoral process specifically developing strategies, plans, techniques and methods to enhance election security;
- Advise UNEST and PEPOL on the physical security of UN staff and infrastructure related to elections;
- Assist the UNEST, PEPOL and the relevant national counterparts in the design of an election security strategy, an election field security plan for each component of the electoral process as well as assist in contingency planning and provision of training in election security to relevant actors;
- Maintaining relations with partners and stakeholders in the national election security context, to ensure an inclusive and participatory approach to the project implementation.

III. RESPONSIBILITIES

Under the overall strategic guidance and supervision of the UNEST Chief Electoral Advisor (CEA), direct reporting on day-to-day basis to the PEPOL Chief Technical Advisor/Project Manager, and in close coordination with UNDP Libya Field Security Specialist, the consultant will perform the following specific duties:

- Lead on UNEST role in providing technical assistance to the electoral process: specifically focusing on developing strategies, plans, techniques and methods to enhance election security.
- Provide security policy guidance and security management support to UNEST and PEPOL to enable effective planning and implementation of security and safety procedures for the conduction of day-to-day business in a safer and more secure environment;

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- Advise UNEST and PEPOL on security aspects of election preparations including the design and implementation of Election Security Plan;
- Examining the functions of various governmental and non-governmental stakeholders in promoting electoral security; also advise on best ways to foster synergy and collaboration across institutions and sectors;
- Evaluate the institutional capacity and setup of national counterparts to handle election-related security issues;
- Assist in capacity building of national counterparts to undertake continuous election security risk assessments and promote appropriate risk mitigation strategies in partnership with relevant stakeholders;
- Advise national counterparts on the development of risk assessments and security contingency plans; taking in board specific needs and requirements of vulnerable groups such as women, people with disabilities and marginalized communities;
- Support national counterparts to develop and implement security procedures and operating structures on elections, including information and reporting systems;
- Based on good global practices, design an electoral security curriculum and support the training of trainers and cascade training on electoral security to national counterparts and other relevant security stakeholders;
- Provide skills transfer and long-term professional development for national counterparts to ensure institutional capacity to support own electoral security for the long haul;
- Undertake analyses on regular basis to support national counterparts early warning capabilities and to develop appropriate mitigation strategies;
- Support national counterparts to develop effective partnerships with other relevant stakeholders (including Ministry of Interior) and also the UNDSS and UNDP Security to ensure information sharing;
- Prepare regular election security briefings for sharing with UNDP and UNSMI;
- Support UN efforts to counter violence against women in elections (VaWie).

IV. DELIVERABLES

- Lead on the provision of technical assistance to the electoral process via UNEST: specifically developing strategies, plans, techniques and methods to enhance election security;
- Advise UNEST and PEPOL on the physical security of UN staff and infrastructure related to elections;
- Assist the UNEST, PEPOL and the relevant national counterparts in the design of an election security strategy, an election field security plan for each component of the electoral process as well as assist in contingency planning and provision of training in election security to relevant actors;
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V. REQUIREMENTS FOR EXPIERENCE AND QUALIFICATIONS

Academic qualification

- Advanced university degree (Masters' degree or equivalent) in Security Affairs, Law Enforcement, Military affairs, or other relevant fields. A first-level university degree in with 10 years of relevant experience may be accepted in lieu of an advanced university degree.

Experience

- At least 7 years of progressively responsible experience in providing advice to institutions on security matters and managing security planning;
- At least 5 years of demonstrated experience of coordinating security arrangements, undertaking security risk assessments in electoral context, in at least three countries, including developing countries and high-risk security contexts;
- Prior experience in supervising, implementing, supporting or advising on electoral security, within a UN context;
- Previous experience in providing high-level security advice and briefings is desirable;
- Demonstrated ability to quickly build and consolidate relationships;
- Strong political and conflict analysis skills is an asset;
- Strong management, problem solving, and consensus building skills;
- Work experience in similar role with UN and NGOs regarding electoral security.

Language proficiency

- Strong written and spoken English. Working knowledge of Arabic is an advantage.

VI. COMPETENCIES

Corporate Competencies:

- Integrity, professionalism and respect for diversity.

Functional Competencies:

- Knowledge of the Libyan context and the current transition would be an advantage;
- Extensive experience in presenting in public forums including high-level national stakeholders;
- Strong communication and interpersonal skills, demonstrated ability to build trust;
- Excellent organizational, team-building and planning skill;
- Demonstrated ability to work effective in team, delivering through and with others.

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VII. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS

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

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

VIII. FINANCIAL PROPOSAL

Lump sum contract

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

Travel

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

IX. EVALUATION

Criteria	***Weight***	***Max. Point***
Technical	*70*	*70%*
Advanced university degree (Master's degree or equivalent) in Security Affairs, Law Enforcement, Military affairs, or other relevant fields. A first-level university degree in combination with qualifying experience may be accepted in lieu of an advanced university degree.	*20*	
With Masters' degree, at least 5 years and with Bachelors' degree, at least 7 years of progressively responsible experience in providing advice to institutions on security matters and managing security planning	*25*	
At least 2 years of demonstrated experience of supporting or advising security arrangements, undertaking security risk assessments in electoral context in especially high-risk security contexts.	*20*	
Work experience in similar role with UN or any international or local NGOs, with regards to Electoral Security.	*05*	

*Financial (Lower Offer/Offer*100*	*30*	
Total Score is 70 (Technical) + 30 (Financial)	*100*	*70%*

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.

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Annex 1

TERMS OF REFERENCE

INTERNATIONAL CONSULTANT (SENIOR ELECTORAL SECURITY ADVISOR)

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- Undertake analyses on regular basis to support national counterparts early warning capabilities and to develop appropriate mitigation strategies;
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Duration 0f Assignment

- 06 months

Duty Station

- Tripoli, Libya

Payment

- Payment will be made monthly based on the report on the works/activities performed and progress achieved, submission of work timesheet certified by the supervisor.

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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

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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.

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ANNEX 3

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

Date _____

Sultan Hajiyev,
Resident Representative a.i.
United Nations Development Programme
Libya Country Office

Dear Sir/Madam:

I hereby declare that:

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

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

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

D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [delete this item if the TOR does not require submission of this document];

E) I hereby propose to complete the services based on the following payment rate: *[please check the box corresponding to the preferred option]:*

☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency]*

☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.

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

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

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

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

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

☐ Sign an Individual Contract with UNDP;

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

_____

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

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

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

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

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

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

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

M) ***If you are a former staff member of the United Nations recently separated, please add this section to your letter:*** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

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

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

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

Name	Relationship	Name of International Organization

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

YES ☐ NO ☐

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

YES ☐ NO ☐ If answer is "yes", WHEN?

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

Full Name	Full Address	Business or Occupation

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

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

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

DATE: _____ SIGNATURE: _____

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

Annexes *[please check all that applies]*:

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

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

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

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ANNEX 3A

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

Sr. #	Description/Break-up of Financial Proposal	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)