



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

International Consultant (Reparation expert)

Date: 20 October 2016

Country: Tunisia

The United Nations Development Programme (UNDP) is the UN global development network. It advocates for change and connects countries to knowledge, experience and resources to help people build a better life.

In accordance with its mandate under United Nations Security Council Resolution 2213 (2015), the United Nations Support Mission in Libya (UNSMIL) has been actively engaged in efforts to mediate a peaceful resolution to Libya's political and institutional crisis and bring an end to the armed conflict. Through a joint project, UNDP is working with UNSMIL to support transitional justice initiatives in Libya

In light of this context UNSMIL/UNDP Libya is seeking to hire an international consultant to provide substantive guidance and support to the team working on the transitional justice project. Under the direct supervision of the Director of the Human Rights, Transitional Justice and Rule of Law Division of UNSMIL and in coordination with the Project Manager, the consultant will be responsible to carry out the tasks outlined below.

Project Name: Transitional Justice.

Period of assignment/services: 40 days (20 days home based and 20 days in Tunisia).

Please submit your Technical and Financial proposals to the following e-mail address no later than **26th**

October 2016. Email: 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 , 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.

1. BACKGROUND

The United Nations Development Programme (UNDP) is the UN global development network. It advocates for change and connects countries to knowledge, experience and resources to help people build a better life.

In accordance with its mandate under United Nations Security Council Resolution 2213 (2015), the United Nations Support Mission in Libya (UNSMIL) has been actively engaged in efforts to mediate a peaceful resolution to Libya's political and institutional crisis and bring an end to the armed conflict. Through a joint project, UNDP is working with UNSMIL to support transitional justice initiatives in Libya. The Support to Transitional Justice and Reconciliation at the Local and National Levels in Libya is a 2-year project that aims to facilitate dialogue between different parties in localized disputes and to work with the parties to identify a way to develop capacities for conflict resolution, establish transitional processes to deal with past violations and develop plans to enhance community security. The project will support key actors at the local and national levels to a) continue dialogue processes on transitional justice and return of IDPs; b) develop strategies and plans to support transitional justice measures; c) support inclusive community safety and security planning. The project has begun with the Misrata and Tawergha dialogue and will aim to replicate the approach in other communities through the course of 2016-2017. In this regard, UNDP is seeking to hire an international consultant to provide substantive guidance and support to the team working on the transitional justice project. Under the direct supervision of the Director of the Human Rights, Transitional Justice and Rule of Law Division of UNSMIL and in coordination with the Project Manager, the consultant will be responsible to carry out the tasks outlined below.

2. SCOPE OF SERVICES / EXPECTED OUTPUTS

The overall objectives of the consultancy will be to assist UNSMIL in developing best practices, providing guidelines and recommendations to Libyan parties and the Libyan government, and assist in the conduct of meetings with regard to:

- The establishment of a mechanism for the effective implementation of the interim reparations program agreed by Misrata and Tawergha on 31 August 2016.
- The challenges regarding provision of reparations for the internally displaced (IDPs)

In regard to the establishment of a mechanism the consultant will do so by:

- Taking note of the needs that have been outlined - and the reparations implementation committee to be established – in the August agreement signed by the heads of the Joint Committee representing Misrata and Tawergha.
- Reviewing other relevant experiences of interim/emergency reparations programs around the world identifying good practices and pitfalls to be avoided.

- Identifying common basic principles for mechanisms implementing successful reparations programs.
- Setting out the steps that need to be taken for a successful process to be implemented - including tackling issues of fairness, impartiality, transparency and accountability.
- Defining the various roles of, the government, the stakeholders, the Joint Committee, the UN, the international community (including donors).
- Outlining the overall process to be followed based on good practices and lessons learned.
- Conduct a desktop review/comparison of relevant interim/emergency as well as successful reparations programs around the world.
- Develop a checklist/guidelines, based on good practices learned, for the design of the Misrata/Tawergha Interim reparations program (including tackling such challenges as transparency, legitimacy, timeliness, selection of committee, oversight and accountability, etc.).
- Develop operational guidelines to be followed in implementing the interim reparations program (including ensuring compliance with such principles as fairness, equality, impartiality and nonpartisanship, etc in the selection of beneficiaries, the amounts to be paid out and in dealing with appeals and disputes).
- Organize a meeting in Tunisia with experts who have sat on such mechanisms or been involved in their establishment.
- Produce a report of not more than 20 pages containing analysis from the global review, identifying good practices and outlining the specific steps to be taken for an effective program to be implemented.

In regard to the challenges provision of reparations for the internally displaced (IDPs) the consultant will do so by taking note of the legal, practical and methodological challenges involved in carrying out such a program, including by:

- Identifying the legal and practical grounds for reparations for the displaced.
- Determining the scale of displacement in Libya in addition to the situation with regard to Misrata/Tawergha.
- Assessing the needs of the displaced from Tawergha and across the country.
- Addressing gender-based harms and the situation of women and children among the displaced.
- Addressing issues around accountability, on integration/reintegration and on protection.
- Noting recent efforts to address displacement as a crime as opposed to the harms done before and during displacement.
- Reviewing the various means of ensuring participation and engagement with displaced persons.

- Conduct a desktop review/comparison of relevant standards in relation to reparations for internally displaced persons;
- Review recent practice (Example, Peru, Colombia, Guatemala, etc...);
- Organize a meeting on Tawergha but possibly involving other displaced communities to address the challenges and recent best practices focusing on the intersections between return, restitution and reparations for IDPs.;
- Develop a checklist/guidelines, based on good practices learned, for the design of reparations programs for IDPs in Libya (that could be implemented alongside return and restitution);
- Develop operational guidelines to be followed in implementing this reparations program;
- Produce a report of not more than 20 pages containing analysis from the desktop review and the expert meeting - identifying good practices and outlining the specific steps to be taken for an effective program to be implemented.

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I- Academic Qualification

University degree in law, political science, sociology, or related field with specialization in transitional justice and human rights.

Experience

- At least 10 years' experience in the areas of transitional justice;
- At least 10 years' experience in the field of human rights;
- Extensive understanding of the issues related to transitional justice and human rights, including research and preparation of research papers (Submit a minimum of one sample of a research paper.);
- Experience in reparation in a crises country.

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

The successful candidate will:

- Fluency in English spoken and written and Arabic will be an asset.
- Demonstrate integrity by modelling the UN's values and ethical standards
- Promote the vision, mission, and strategic goals of UNSMIL
- Have experience and ability to develop reparations offerings and framework of a reparations plan.
- Demonstrate strong writing, communications, interpersonal, and facilitation skills.

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.

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

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i><u>Technical Competencies</u></i>	<i>70</i>	
University degree in law, political science, sociology, or related field with specialization in transitional justice and human rights.	20	
At least 10 years' experience in the areas of transitional justice.	20	
At least 10 years' experience in the field of human rights.	10	
Extensive understanding of the issues related to transitional justice and human rights, including research and preparation of research papers (Submit a minimum of one sample of a research paper.);	10	
Experience in reparation in a crises country	10	
<i><u>Financial (Lower Offer/Offer*100)</u></i>	<i>30</i>	
<i><u>Total Score</u></i>	<i>Technical score 70 + 30 Financial</i>	

Note

- Applications with **No financial offer or Missing P11 form** will NOT be considered for evaluation;
- Financial proposal should be on provided format (i.e Annex 3- OFFEROR'S LETTER TO UNDP);
- Incomplete proposals will not be considered.

ANNEX

ANNEX1-TERMS OF REFERENCE

ANNEX2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

ANNEX3- PROPOSAL SUBMISSION FORM

Annex-1

International Consultant – Expert on: Reparations and Transitional Justice

I. Background

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Scope of work

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- Defining the various roles of, the government, the stakeholders, the Joint Committee, the UN, the international community (including donors)
- Outlining the overall process to be followed based on good practices and lessons learned.
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- Develop operational guidelines to be followed in implementing the interim reparations program (including ensuring compliance with such principles as fairness, equality, impartiality and nonpartisanship, etc in the selection of beneficiaries, the amounts to be paid out and in dealing with appeals and disputes)
- Organize a meeting in Tunisia with experts who have sat on such mechanisms or been involved in their establishment.
- Produce a report of not more than 20 pages containing analysis from the global review, identifying good practices and outlining the specific steps to be taken for an effective program to be implemented.

In regard to the challenges provision of reparations for the internally displaced (IDPs) the consultant will do so by taking note of the legal, practical and methodological challenges involved in carrying out such a program, including by:

- Identifying the legal and practical grounds for reparations for the displaced
- Determining the scale of displacement in Libya in addition to the situation with regard to Misrata/Tawergha
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- Addressing issues around accountability, on integration/reintegration and on protection.
- Noting recent efforts to address displacement as a crime as opposed to the harms done before and during displacement.
- Reviewing the various means of ensuring participation and engagement with displaced persons.
- Conduct a desktop review/comparison of relevant standards in relation to reparations for internally displaced persons;
- Review recent practice (Example, Peru, Colombia, Guatemala, etc...);
- Organize a meeting on Tawergha but possibly involving other displaced communities to address the challenges and recent best practices focusing on the intersections between return, restitution and reparations for IDPs.;

- Develop a checklist/guidelines, based on good practices learned, for the design of reparations programs for IDPs in Libya (that could be implemented alongside return and restitution);
- Develop operational guidelines to be followed in implementing this reparations program;
- Produce a report of not more than 20 pages containing analysis from the desktop review and the expert meeting - identifying good practices and outlining the specific steps to be taken for an effective program to be implemented.

Deliverables

Deliverables	Time frame
Produce a report and analysis from the desktop review and the expert meeting - identifying good practices and outlining the specific steps to be taken for an effective program to be implemented.	Payment will be done after the report is submitted
Organize a meeting on Misrata/Tawergha dialogue	Upon the completion of the mission and submission of report
Identifying the legal and practical grounds for reparations	Upon completion of the meeting and report to be submitted

Evaluation Criteria

Description	Percentage
University degree in law, political science, sociology, or related field with specialization in transitional justice and human rights.	20
At least 10 years' experience in the areas of transitional justice	20
At least 10 years' experience in the field of human rights	10
Extensive understanding of the issues related to transitional justice and human rights, including research and preparation of research papers (Submit a minimum of one sample of a research paper.);	10
Experience in reparation in a crises country	10
Total	70
Financial+ technical (70%+30%)	100

Duty Station:

Tunis-Tunisia and home based.



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.

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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.)
A.	Consultancy Fee:				
A.1	Professional Fess	Per Day	40		
A.2	Living Allowances*	Per Day	22		
A.3	Economy Class Round Trip Ticket Country of Origin-Tunis, Tunisia.	Ticket	2		
A.4	Miscellaneous, if any (please provide the breakup and details)				
A.	Total				

**Living allowance will be paid for the number of days consultant spend in Tunis – Tunisia.*

- 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 :

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