



**LONG TERM AGREEMENT (LTA) – No. LTA-004/2015  
FOR THE PROVISION OF MANPOWER SERVICES TO SUPPORT THE  
IMPLEMENTATION OF UNDP LIBYA PROJECTS**

**LOT A: International Consultancy and Manpower Services**

**TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement (Ref No: LTA-004/2015) (hereinafter the “Agreement”) is made between the **United Nations Development Programme (UNDP Libya)**, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and M/s **Transtec** (hereinafter called “Contractor”) with its headquarters at Researchpark, Avenue de Tyras 75, 1120 Brussels, Belgium.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of International Consultancy and Manpower services as and when required by UNDP Libya (hereinafter the “Services”) by the Contractor to UNDP, pursuant to which UNDP Libya can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal, RFP reference no: (RFP/UNDP/-15-2014) for the provision of Manpower Services to Support the Implementation of UNDP Libya Projects – the technical and financial offers for LOT - A (Provision of International Consultancy and Manpower Services) of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

**Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP Libya and reflected in a Call-Off Contract in the form attached as Annex 5. For each Services required, UNDP Libya will issue a separate Purchase Order (PO).
2. Such Services shall be at the prices listed in Annex 2. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement. The maximum value of Services to be purchased under this Agreement is USD 8,500,000. The payment to the vendor will be released upon completion of required services.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for a period of one year.

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**Article 2: CHANGES IN CONDITION**

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

**Article 3: CONTRACTOR'S REPORTING**

5. The Contractor will report to UNDP Libya on the Services provided to Country Office in accordance with the Terms of Reference, attached as (Annex 1), and Prices agreed between both parties, attached as (Annex 2).

**Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6. The special conditions, attached as (Annex 3) and the standard UNDP General Conditions for Professional Services, attached as (Annex 4), shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: ACCEPTANCE**

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of one year, and may be extended for one additional year by mutual agreement of the Parties.

Contact Details of Contractor:

Transtec  
Marie Astrid CORBISIER, Managing Director  
Tel: +32-2-266 49 50  
Fax: +32-2-266 49 65  
Email: [mcorbisier@transtec.be](mailto:mcorbisier@transtec.be)

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IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

**UNITED NATIONS DEVELOPMENT PROGRAMME**

Authorized Signatory

  
\_\_\_\_\_  
Noura Hamladji,  
Country Director, UNDP Libya

01/09/2015  
Date

Contractor:  
**TRANSTEC**

  
\_\_\_\_\_  
Marie Astrid CORBISIER,  
Managing Director

\_\_\_\_\_  
Date





## ANNEX 1 – TERMS OF REFERENCE

### **1) BACKGROUND AND JUSTIFICATION:**

The UNDP Libya Country Office has three main outcomes: 1) Active citizen participation facilitates the democratic transition of the nation, 2) Central and Local Governance authorities are strengthened to provide better public services, 3) Libya successfully manages transition to a state founded on the Rule of Law.

To facilitate effective implementation of the ongoing project activities under both pillars, UNDP-Libya is looking for a qualified company that can provide consultancy and manpower services required for effective implementation of the ongoing projects and government request, which will call for a significant number of experts who are able to move freely in areas normally restricted to UNDP staff and Individual Consultants.

To this end, the Country Office will need to obtain international consultancy and manpower services capable of providing guidance and support in implementing the required outputs. This is especially needed outside Tripoli due to the restricted movement in Libya caused by the prevailing security situation. Therefore, to ensure minimal disruption of work, there will be a need to place a Long Term Agreement with a company/ies capable of providing qualified individuals to provide the needed assistance under short notice related to the support and specialized functions.

### **2) GENERAL OBJECTIVE**

UNDP is looking for a suitably qualified and experienced company(s) which can assist in effectively delivering UNDP programmes and projects in Libya through the deployment of qualified and experienced International individuals (hereinafter referred as “International Consultancy and Manpower Services”).

This LTA refers to International Consultancy and Manpower Services (IMS) under Lot A: International Consultancy and Manpower Services.

### **3) CONTRACTOR’S RESPONSIBILITIES:**

The Contractor shall be responsible for the complete set or parts of actions necessary for provision of the requested Consultancy and Manpower services, their deployment (mobilization & travel arrangements), provision of comprehensive insurance package for them, provision of 24/7 security for them, provision of 24/7 administrative support to them, provision of full-time HR administration and payroll services for them, performance monitoring of all the contracted Consultancy/Manpower through personal contact and correspondence and liaison with UNDP Project Managers on any issues or concerns that arise during their deployment. UNDP expects that Contractor’s services shall include, but not limited to, the following:

1. An efficient, merit based service, including sourcing & short-listing of suitable candidates.
2. Provision of initial briefing/induction and training to candidates depending on the complexity of the assignment and security situation at the duty station.

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Contractor: Transtec

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3. Provide or negotiate for insurance policies for selected candidates covering:
  - Adequate Service-Incurred Illness, Injury, and Death Insurance.
  - Injury, death and disability Insurance resulting from Malicious Acts.
  - Health insurance including medical evacuation.
4. HR Administration services.
5. Security in Libya: The Contractor, its consultants, manpower, agents, servants, employees, subcontractors or independent contractors shall not be subject to UN security rules in Libya. The Contractor shall be responsible for undertaking the measures and arrangements considered as appropriate and necessary for the security and safety of all deployments under the prospective Agreement.
6. Provision of any other related service as may be requested by UNDP. Such related services may include, but shall not be limited to, the services described under Clause 6 below where UNDP cannot fulfil its responsibilities due to unforeseen reasons.

#### 4) UNDP'S RESPONSIBILITIES:

UNDP expects to work in close partnership with the contracted individuals towards achieving UNDP's objectives, regardless of the level of UNDP's presence in Libya.

#### 5) TYPES OF CONSULTANCY AND MANPOWER SERVICES QUALIFICATIONS

Contracted individuals shall be deployed by UNDP for a defined period of time to provide:

Specialist services such as expert advisory services, technical skills and/or knowledge.

#### 6) EXAMPLES OF SUPPORT AND SPECIALISED SERVICES:

1. Technical specializations.
2. Technical advisory roles and provision of expertise in various programme related fields.
3. Engineering services.
4. Provision of specific, time-bound tasks requiring no direct supervision and not required to be performed at UNDP premises such as reports writing, research.....etc..).

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**7) TYPES OF REQUIRED CONTRACTED CONSULTANTS/MANPOWER:**

10.1. The Contractor will provide International Consultancy and Manpower services on written request by UNDP Libya.

10.2. The Contractor is expected to provide individuals for the fulfillment of specific tasks including, but not limited to the following Categories:

- 1) Constitutional, legal expertise
- 2) Civic engagement, civil society development expertise
- 3) Elections expertise
- 4) Vocational Training
- 5) Micro, Small Enterprise Development
- 6) Governmental
- 7) Project management
- 8) Essential service delivery (quality, coverage, management, planning etc.)
- 9) Community development
- 10) Engineering Services.
- 11) Governance and administration
- 12) Strategic planning and budget execution
- 13) Public consultation
- 14) Socio-economic development and poverty alleviation
- 15) Feasibility studies and impact assessments
- 16) External relations liaison
- 17) Data collection and research
- 18) Logistics support
- 19) External and Internal Communications.

The required services are not limited to the list provided above. The Contractor shall be responsible to provide suitably qualified individuals for any and all services that may be required by UNDP.

As needs for any service arise, the relevant UNDP Requesting Unit will draft a Terms of Reference according to its requirements and will communicate its request to the Contractor. Such request shall be in writing and shall specify the category and level of the required individual(s), location of the project, the duration of the required services, the draft Terms of Reference outlining functional and qualifications requirements for the required individual(s), and travel to other areas as applicable.

Any order against the prospective Agreement shall be made by formal Call-Off Contract(s) issued to the Contractor by an authorized representative of UNDP. The Call-Off Contract shall set out the terms and conditions for the delivery of the services. Each Call-Off Contract shall make reference to the prospective Agreement.

The Contractor shall be aware of the following mandatory procedural safeguards that shall come into force upon signature of the Agreement by both parties:

a. If the Contractor deploys individuals to work for a given specific UNDP project under the Agreement and respective Call-Off Contract(s), the Contractor shall not be eligible to bid for supply

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of goods, services or works for that project, or any other projects where the Contractor may have obtained an advantage by reason of the deployment of its contracted individuals with UNDP.

b. If a contract for supply of goods, services or works for a project is awarded to a company which subsequently is identified as the successful Offeror under this RFP, the potential individuals will not be eligible for deployment under that project until such time when subject contract for supply of goods, services or works is completed.

UNDP shall have no obligation to request the Contractor to provide either any minimum number of contracted individuals or a minimum volume of services during the term of the prospective Agreement. Prospective Agreement shall not accord any exclusivity to the Contractor with respect to the services described herein. UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity from any other source at any time.

8) **REQUIRED QUALIFICATIONS FOR IMS UNDER "SPECIALIZED SERVICES" CATEGORY**

**Required Qualifications for LMS and IMS Under "Specialized Services" Category**

Level Reference for Specialized Services		Complexity and Degree of Specialization	Level of Qualification and Experience		
Intl. Scale Level Ref.	Libya Scale Level Ref.		Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	No University Degree + Years of Relevant Work Experience
A-IMS	A-LMS	Junior Specialist	0-4 years	2-6 years	5-9 years
B-IMS	B-LMS	Specialist	5-10 years	7-12 years	10-15 years
C-IMS	C-LMS	Senior Specialist	11-14 years	13-16 years	16-19 years
D-IMS	D-LMS	Expert	15 years plus	17 years plus	20 years plus



Fees for International Consultancy and Manpower Services For "Specialized Services" will be as follows:

Band	Level Reference for Specialized Services	Complexity and Degree of Specialization	Daily Range of Fees in USD	Monthly Range of Fees in USD
Low	A-IMS	Junior Specialist	200	4,350.00
High			300	6,525.00
Low	B-IMS	Specialist	300	6,525.00
Mid			400	8,700.00
High			550	11,962.50
Low	C-IMS	Senior Specialist	550	11,962.50
Mid			650	14,137.50
High			750	16,312.50
Low	D-IMS	Expert	850	18,487.50
High			1000	21,750.00

9) **OPERATIONAL PROCEDURES TO ENGAGE SERVICES:**

- a) The Contractor is expected, upon receipt of written request for International services and corresponding ToRs from UNDP, to submit to UNDP in a timely fashion a short-list of at least 3 suitable qualified and available candidates per position within **10 working days** from the date of request, (*Candidates shall be identified through Contractor's internal roster and network or/and advertisement and other networks and means as agreed with UNDP*);
- b) UNDP will then proceed with review of CVs in line with a set scoring criteria and proceed with interviews for the qualified CVs if deemed necessary prior to decision on final selection. UNDP will approve in writing the selection of the candidate deemed as suitable within 10 working days upon provision of candidates' details;
- c) In case none of the proposed candidates was found suitable, the contractor shall then submit details of next three suitable candidates and will continue to do so until UNDP selects a suitable candidate. At any time, UNDP reserves the right not to select nor contract any of the proposed candidates if nobody was found adequate. Once UNDP has made the selection of a suitable candidate, it will notify the Contractor to initiate the contracting of the selected individual in accordance with agreed terms and conditions and price schedule and on the basis of specialist's level (complexity, required degree of expertise, qualification and experience).





- d) The company must provide UNDP with a copy of the signed contract between the company and the Contracted individual(s).
- e) Upon the Contractor's confirmation that the selected candidate is medically fit and has accepted to work under the terms and conditions as specified in the Agreement, UNDP will issue a Call – Off Contract to the Contractor for the services of the selected Candidate.
- f) The contractor will then mobilize the selected individual(s) within a maximum of 2 weeks or otherwise agreed following UNDP's written approval.
- g) All contracted individuals will be deployed according to the Terms of Reference provided and conditions stipulated in the agreement and the respective Contracts between UNDP and the contractor. General Conditions of Contract are attached as Annex 4.

**10) PERFORMANCE EVALUATION:**

- a) Contracted individuals shall be deployed in recognitions of their skills and expertise to perform a specific task or deliver a specific piece of work. As such, the outputs and overall performance of contracted individuals and Contractors shall be monitored and documented by UNDP on regular basis to ensure that contractual obligations have been fully met.
- b) Regular performance related discussions shall take place between the Contracted individual and the UNDP project manager, and satisfactorily performance shall be certified prior to payment of any fees.
- c) In case of poor performance of the consultant, contractor shall replace the consultant with consultation of UNDP.
- d) Contracted individual(s) performance evaluation reports are confidential and shall be maintained in the procurement file. In case of re- deployment of a former contracted individual under any other UNDP project, previous relevant performance evaluation report(s) shall be made available to the requesting unit.

**11) PAYMENTS:**

UNDP shall pay the Contractor on **monthly basis**, in accordance with the agreed service conditions for the contracted individual(s), and based on the number of deployed contracted individuals for UNDP.

The contracted individuals shall complete the required UNDP monthly attendance sheet for confirmation of their presence at the assigned duty station, in accordance with the agreed schedule by UNDP and the contractor. The monthly attendance sheet shall be certified based on the contracted individual's satisfactory performance (based on results and deliverables) by the UNDP project

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manager to whom the contracted individuals report. An original invoice shall be submitted together with the documents required herein.

**12) APPLICABLE REIMBURSABLE FEES:**

Reimbursable expenses will comprise all expenses incurred by the contracted individual with prior agreement of UNDP as stipulated in the contract, which may include inter alia:

- Abroad and In-country travel related expenses (subject to prior approval by UNDP). Travel fees which include ticket will be also paid in accordance with UNDP rates, where the applicable fees will be most economic, direct route. Business class tickets will not be considered, if the contracted individuals wish to buy business class ticket, the additional amount of the ticket will be covered by the contracted individuals.
- Cost of rented vehicle at duty station for work related travel (subject to prior approval by UNDP).
- Communications expenses (subject to prior approval by UNDP).
- Per Diem (subject to prior approval by UNDP).

Per Diem for International contracted individuals at an assigned Duty Station will be calculated as per UNDP rules and regulations.

All Reimbursable expenses shall be reflected in the contract and shall be paid on actual not to exceed the given amount in the contract on submission of the contractor's monthly invoice and all original supporting documents to the respective original invoices.

**13) SERVICES SPECIAL CONDITIONS:**

- Strict personal discipline and exemplary code of conduct is demanded from all contracted individuals to guarantee that UNDP and its clients are provided with impeccable standard of work. UNDP standards of conduct must be abided to at all times.
- Contracted individuals are expected to be present at work as per established UNDP work schedule for Libya or as otherwise stipulated in the respective contracts.
- Contracted individuals are not entitled to any paid annual leave, sick leave, maternity or paternity leave. If any leave of absence is taken by the contracted individuals during contractual period, the remuneration paid to contracted individuals will be reduced commensurately by the number of days the individual is absent as it is based on actual days

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worked only. The working daily rate will be calculated based on 21.75 working days per month.

- Contracted individuals/manpower are not entitled to overtime pay.
- In reference to Item 6, Clause 5 in the TORs, UN security standards do not apply to contracted individuals through companies, thus contracted individuals are not obliged to follow UN declared movement restrictions or other confinements called for security purposes unless deemed necessary by the Contractor. If UN movement restrictions or other confinements are observed, no daily billing shall be paid by UNDP for such days.
- Tasks related reports shall be submitted according to the requirements outlined in the ToRs of each contracted individual and as communicated by UNDP to the Contractor at the time of the assignment.
- Either party may terminate the contracted individual services under any Contract at any time by giving the other party notice in writing of the intention to do so. Notice periods will be of a minimum 2 weeks' notice adapted to the length of contract and as stipulated in each contract. In the event of termination of contract, the contractor will be compensated on a pro-rata basis for no more than the actual number of days worked.
- UNDP may with immediate effect terminate any contracted individual(s) services for cause (as determined by UNDP) which may include inter alia; any breach of the terms and conditions of contract and agreement between UNDP and the contractor or any violation of the conduct required.

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## Annex 2: Management Fees

**1. Management Fee:** The management fee include all the services mentioned under Clause 3 “Item 1 to Item 6” in the TORs

Lot No.	Description	*% Management Fees For Monthly Or Daily Based Assignments Per Individual
LOT A	International Consultancy and Manpower Services	11%
<i>The percentage quoted by companies will be applicable to daily fees where the working days per month are 21.75 days.</i>		

### Other Services Provision Under LOT A:

Description	Unit Prices for these Services in USD
Visa Arrangement (Libya Visa Cost + Service Fee)	130
Insurance Coverage (Daily)	55
Insurance Coverage (Monthly)	1200 <sup>1</sup>
Contract Amendment (per event)	500
Vehicle Rental – Soft Skin (per day) including driver	220
Armor Vehicle Rental (per day), including driver	2000
Communication Expenses (per day)	30
Living Allowances (per day)	As per below table
Hazard Payment (per day)	
<i>** UNDP will verify on a case by case basis that the received prices for any of the given services under Clause 9 in the TORs or other services as required, if not provided by UNDP, are within the market rate.</i>	

<sup>1</sup> In line with Section 5 of the special conditions in the RFP, Transtec is responsible for the security and safety of the contracted individuals, and UNDP will bear no liability in case if any injury or decease of any consultants. Transtec represents that its price includes insurance premium to cover each contracted individual for death or injury resulting from malicious acts. However, in case of any increased insurance coverage needed in line of Transtec duty of care policy (e.g. kidnap, ransom and extortion insurance) that is not reasonably foreseeable at the time the bid was submitted, additional costs may apply by Transtec. The additional insurance cost required will be reviewed and approved by UNDP on case by case basis. No other additional cost will be charged to UNDP by Transtec. Insurance cost will be paid on actual additional premium upon providing proof of payment of such additional premium by Transtec



**Additional Security Charges:**

Following additional charges related to security may apply and will be reviewed and approved by UNDP on case by case basis:

**For short term missions up to three months**

- Soft Skin vehicle plus driver on an ad hoc basis (sub 3 months): \$250\* per day
- B6 Armored vehicle plus driver on an ad hoc basis (sub 3 months): \$3,600\* per day
- Body Guard (Team Leader) on an ad hoc basis: \$225 per day

**For missions on a long term basis**

- Soft Skin vehicle plus driver on a long term basis (+3 months): \$220\* per day, as per Transtec financial proposal
- B6 Armored vehicle plus driver on a long term basis (+3 months): \$2000\* per day, as per Transtec financial proposal
- Body Guard (Team Leader) on a long term basis: \$185 per day

(\* fuel prices will not be part of this as it will charged as per usage/mileage)

No.	City	Living Allowance	Hazard Payment
1	Tripoli	216	45
2	Sabratah	177	37
3	Ghadamis	177	37
4	Al Qalaa	177	37
5	Sabha	177	37
6	Ghat	177	37
7	Benghazi	177	37
8	Albayda	177	37
9	Shahhat	177	37
10	Tobruk	177	37
11	Misratah	177	37
12	Khalij Sidra	177	37
13	Msallata	177	37
14	Al Jufrah	177	37



### Annex 3 – Special Conditions

#### 1) Legal Status, Right and Obligations:

1.1- Nothing contained in the Agreement and respective Call-Off Contract(s) shall be construed as establishing or creating between UNDP and the Contractor the relationship of master and servant, principal and agent or employer and employee; it being understood that the contracted individual is an independent contractor in relation to UNDP. Accordingly, no contracted individual deployed by the Contractor in connection with the performance of any obligation under the Agreement and respective Call-Off Contract(s) shall be regarded as an agent, servant, employee, contractor or Personnel of UNDP, and the Contractor shall be solely responsible for all claims by such Personnel arising out of or in connection with their deployment by the Contractor. The Contractor shall inform all relevant contracted individual(s) of the foregoing.

1.2- Contracted individuals shall recognize and accept that terms and conditions of their deployment under the Agreement and respective Call-Off Contract(s) differ from those applicable to UNDP personnel appointed under the United Nations Staff Regulations and Rules and under the UNDP Individual Contractor Agreement Policy. Accordingly, Contracted individuals are not entitled to any benefit, payment, subsidy, compensation, entitlement or pension from UNDP.

1.3- Contracted individuals must comply with the applicable, legal requirements of all relevant locations (e.g. country of origin, country of residence and Country(ies) of Services), including but not limited to those on taxation, licenses, work permits and visas.

#### 2) Audit and Investigations:

Allegations of wrongdoing by Contracted individuals shall be reported to the Office of Audit and Investigations, which may, at its discretion, conduct an investigation. Contracted individuals are required to fully cooperate with any audit or investigation conducted by UNDP.

#### 3) Contracted Individuals' Rights and Obligations:

The rights and obligations of the Contracted individuals are strictly limited to the terms and conditions of the Agreement and as follows:

i) Contracted individuals are specifically engaged for their skills and expertise, and to provide identified deliverables. Under specific circumstances, Contracted individuals can participate as non-

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- voting members of corporate committees providing advisory services/support in their substantive area of expertise.
- ii) The services carry no authority or legal rights to bind UNDP into any agreements. They must be performed within the timeframe indicated in the Contract.
  - iii) Contracted individuals are responsible for paying any taxes deriving from their earnings with UNDP in their home country.
  - iv) Contracted individuals are not entitled to any benefits, compensation or subsidies. Therefore, Contracted individuals are not entitled to any staff entitlements such as annual leave (AL), sick leave (SL), or maternity leave.
  - v) Contracted individuals are not entitled to reimbursement of any taxes.
  - vi) Contracted individuals must not be given any form of representational, supervisory approving or signing authority for committing UNDP into any legal and/or financial obligations (e.g., Atlas approving authority, signing of contracts, etc.)
  - vii) Contracted individuals do not participate in the United Nations Joint Staff Pension Fund (UNJSPF) and will not be eligible for any benefits from the Pension Fund in respect of the period of service under this contract.

**4) No Employer/Employee Relationship**

Contracted individuals are not staff members and UNDP office must ensure treatment of the Contracted individuals accordingly. For example, as Contracted individuals, they must not hold positions in the UNDP Staff Association/Council and may not have any voting rights in UNDP. They may not participate in global UNDP surveys.

**5) Service-Incurred Death, Injury or Illness:**

The Contractor is entirely responsible to provide the necessary insurance for the contracted International Consultancy and Manpower services as deemed necessary. The following insurance categories should be taken into account:

- a- Death and Liability insurance;
- b- Medical insurance.

In accordance with the above obligation, proof of insurance for each contracted individual shall be provided by the Contractor to UNDP, prior to deployment, which insurance shall cover those set

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forth above, including for death or injury resulting from malicious acts and war and terrorism related accidents.

**6) Safety and Security:**

6.1 The responsibility for the safety and security of the Contractor and its contracted individuals and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

6.1.1 put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

6.1.2. assume all risks and liabilities related to the contracted Individuals' security, and the full implementation of the security plan.

6.2 UNDP reserves the right to verify whether such plan set up in Article 6.1.1 is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its contracted individuals and for UNDP's property in its custody as set forth in paragraph 6.1 above.

6.3 While providing the services under the Contract, the Contractor shall:

- Ensure that they are familiar with the security arrangements relating to the premises in which the Contracted individuals will be working including those issued by the UN/UNDP; and
- be subject to and comply with the security instructions and procedures at all times, relating to the premises in which the Contracted individuals will be working, including those issued by UN/UNDP.
- Notwithstanding the foregoing, as set out in Article 6.1.1 above, the Contractor shall remain solely responsible for the security of its contracted individuals and for UNDP's property in its custody without any liability from UNDP in this regard to the extent any damages incurred is not due to the negligence of UNDP.

6.4 Where the security situation renders the performance of the services by the Contracted individuals impossible to perform, UNDP may terminate the contract in accordance with the General Conditions for Professional Services.

6.5 UN Security standards do not apply to Consultancy and Manpower Services contracted under Contractors, thus Contracted individuals are not obliged to follow UN declared movement restrictions or other confinements called for security purposes for the locality where the services are provided, unless deemed necessary by the Contractor and/or the Contracted individuals. If UN movement restrictions or other confinements are observed, no payments shall be processed by UNDP.

6.6 UNDP will neither provide nor arrange for accommodation, transportation, security, medical or other logistical support ("Facilities") to the Contractor or their contracted individuals. The Contractor shall be responsible for ensuring that its contracted individuals are provided with the

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above Facilities in accordance with local, current, and potential or future, security conditions in the areas where the activities under the Contract are to be provided.

6.7 UNDP recommends that transportation be provided similar or equivalent to UN security standards which requires that contracted individuals be transported in B6 level armored vehicles and accommodation according to UN MOSS levels. On an exceptional basis, should transportation be necessary in a UN or UNDP vehicles and or aircraft, the contracted individuals will be required to comply fully with UN and UNDP security and transportation policies and procedures.

6.8 The Contractor shall be responsible for providing its contracted individuals with all necessary security and emergency equipment they may require such as ballistic helmets (equivalent to NIJ Level III) and ballistic vests (equivalent to NIJ Level IV), all necessary communications equipment, including but not limited to satellite and mobile phones.

6.9 The Contractor will be responsible for all air travel, both to and from Libya and also within the country. UNDP may only provide assistance in securing seats on UN, or other, flights where civil aviation services are not available, and if so, the Contractor's contracted individuals will be required to comply fully with all UN security and transportation policies and procedures.

6.10 The Contractor shall provide its contracted individuals with adequate life and medical insurance cover to cover local, current, and potential and future, security risks in Libya. Such coverage shall include sufficient cover for emergency medical air evacuation, from their duty-location inside Libya, as assessed by a professional security and/or medical advisor, to a suitable location outside of Libya, including the cost of ongoing medical treatment. UNDP is not responsible for providing medical or emergency medical evacuation, by air or by road, to any contracted individuals.

6.11 A prerequisite for official travel by United Nations is successful completion of all required training, including BSITF II training for all official travel and ASITF for official travel to any field location. BSITF and ASITF certificates are valid for three years, at which point Contracted individuals must recertify. The training can be done through the hereunder link: <https://training.dss.un.org/Personnel/index.php>

6.12 The Contractor understands and agrees that: (i) the Services are to be carried out under harsh and hostile conditions; (ii) as a result of such conditions, all United Nations international personnel have been removed from the country; and (iii) UNDP has no control over such conditions and cannot protect or secure the Contractor and its individuals from such conditions. In carrying out the services, the Contractor and its individuals shall assume the risks associated with such conditions and UNDP shall have no liability therefor. In accordance herewith, every contracted individual shall sign a certificate in favor of UNDP, which shall be a condition to deployment, that he/she understands the risks involved and that he/she has read the terms and conditions of this Agreement and agrees with all of such terms and conditions.

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**Annex 4**  
**UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award

*ph*  
*Q*



thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, and the contracted individuals, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any

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vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The 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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 Contractor has developed for the 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 Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or

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acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the 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.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** 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 Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the 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.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the

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Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** 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,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** 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

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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.

**13.6** 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.

**14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within

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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..

## 15.0 TERMINATION

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party 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

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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.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** 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 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 United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of

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mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the

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country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 SECURITY:**

**23.1** The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor. The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 23.1 above.

**24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The 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 Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other

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advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**25.0 ANTI-TERRORISM:**

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

**26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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## Annex 5

### Call-Off Contract for Professional Services Form

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_

[INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached as Annex 3 to the LTA. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes.

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) the Long Term Agreement No. LTA-004/2015 for the Provision of Manpower Services to Support the Implementation of UNDP Libya Projects signed by the Parties to this Contract, including its Annexes (the "LTA");

b) this Contract; and

c) the Breakdown of Cost, attached hereto as Annex III.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in the Terms of Reference attached as Annex 1 to the LTA (the "TOR") with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following Contracted individuals:

LTA - 004/2015: LOT A: International Consultancy and Manpower Services  
Contractor: Transtec

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Post Reference /Level	Name	Gender	Nationality	Contract Type (LMS/IMS)	Position	Period of Services	Locations

- 2.3 Any changes in the above key Contracted individuals shall require prior written approval of \_\_\_\_\_ [NAME and TITLE], UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified by in the TOR.
- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ [MAIL, COURIER AND/OR FAX] to the address specified in Section 9 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

**(COST REIMBURSEMENT)**

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The amount contained in Section 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex III contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Section 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ [NAME and TITLE], UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ [INSERT PERIOD OF TIME OR MILESTONES].
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in Section 9 below, together with whatever supporting



documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 [Please refer to Annex 4 of the LTA.]

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]  
\_\_\_\_\_ [ACCOUNT NUMBER]  
\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

Name  
Designation  
Address  
Tel. No.

LTA - 004/2015: LOT A: International Consultancy and Manpower Services  
Contractor: Transtec

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Fax. No.  
Email address:

**For the Contractor:**

Name  
Designation  
Address  
Tel. No.  
Fax. No.  
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,  
[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

**Agreed and Accepted:**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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