



ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

Civil Engineer/Architect.

(Open to National Only)

Date: 6 February 2017

Procurement Notice No.: SLE/IC/2017/002

Country: Sierra Leone

Description of the assignment: Civil Engineer/Architect.

Project Name: Rule of Law.
(Open to National Only)

Period of assignment: A period of 11 months

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to procure.sle@undp.org no later than **17:00 hours, Friday 17th February 2017**.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone 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 Government of Sierra Leone adopted the Correctional Services Act in 2014, aiming to transform the country's prisons from punitive to correctional facilities where human rights of inmates are respected. This legislative reform is intended to address human rights abuses currently common in prisons and resulting largely from overcrowding, lack of adequate infrastructure and resources, lack of capacity amongst some prison staff and the poor functioning of the justice sector.

The project titled "From Prisons to Corrections" supported by the Bureau of International Narcotics and Law Enforcement Affairs under the US Department of State aims to assist the Sierra Leone Correctional Services (SLCS) to implement their Strategic Plan which is geared toward the improvement of living conditions in correctional facilities, through activities relating to decongestion, development of an accommodation plan, improved file management, inmate classification and assessment, establishment of prison industries to build skills of inmates and also work towards self-sufficiency of the facilities in terms of food and furniture, training of prison staff on the Mandela Rules (Minimum Standard Rules for the Treatment of Prisoners), carrying out human rights audits of pilot facilities through trained staff and monitoring improvements, refurbishment of infrastructure and health facilities, further enabling legislative reform through drafting of new prison rules and improvements in the health and welfare of inmates.


In line with the above, the project has developed two key outputs to support reforms within the SLCS:

Output 1: Institutional capacity of Correctional Facilities is improved in accordance with international human rights standards for inmates and staff

Output 2: Capacity of SLCS staff strengthened to ensure the welfare of inmates and the safety and security of society

Sierra Leone's Correctional facilities provide dire conditions of detention for the detained population which in turn contributes to serious human rights abuses. The country's Truth and Reconciliation Commission found that conditions, specifically at Pademba Road, Freetown Central Prison were deplorable and in breach of multiple provisions in the 1991 Constitution of Sierra Leone¹ and applicable human rights instruments. In a recent capacity assessment of the SLCS and facilities sanctioned by the Management of the SLCS and funded by UNDP, it was found that reliance on pre-trial detention, lack of an effective bail policy have contributed to overcrowding and serious human right violations in detention facilities.

One of the components of the project is to ensure the development of an Accommodation Master Plan in line with the Kampala Declaration on Prison Conditions in Africa to ensure humane living conditions. While the facilities are severely overcrowded, it will be of key importance to support the SLCS and Ministry of Works to re-assess all inmate accommodations and determine the actual number of inmates that can be accommodated within the facilities with

 ¹ See chapter three of the 1993 Constitution on Fundamental Rights and Freedoms, in particular sections 18 (freedom from arbitrary detention), 20 (protection from inhumane and degrading treatment) and 23 (fair trial rights).

due consideration to international recommendations. Although there is no uniform international standard for the size of individual cells or multiple occupancy dormitories, the SLCS together with the Ministry of Works will define the appropriate measurement taking into account internationally suggested standards and the Sierra Leonean context.

The project also aims at improving the conditions of detention and the provision of health services to inmates. This will be ensured through the refurbishment of dilapidated infrastructure and the renovation of health facilities and water systems/structures.

Based on the above, UNDP Rule of Law Programme seeks to recruit a local consultant civil engineer/architect to provide support to the development of the SLCS Accommodation Master Plan through the production of designs and drawings, the development of bill of quantities (BOQs) for renovation works and supervise the renovation of detention infrastructure and health facilities.

2. DUTIES AND RESPONSIBILITIES

The main objective of the consultancy is to Support the Sierra Leone Correctional Services (SLCS) to develop Designs & Drawings for Accommodation Master Plan and BOQs for Renovation/construction of Correctional infrastructure and Health Facilities. The following three (3) specific objectives are to be achieved within this consultancy:

1. Develop drawings and designs for all 19 correctional facilities for the SLCS Accommodation Master Plan in collaboration with the recruited consultant for the Accommodation Master Plan;
2. Develop bill of quantities (BOQs) for the renovation/refurbishment and/or construction of selected correctional infrastructure and health facilities;
3. Supervise the renovation work across selected facilities to be refurbished.

Scope of work

1. Develop designs and drawings for the Accommodation Master Plan:

Under the first objective, the local consultant will be expected to:

- a. Conduct the measurement of accommodation spaces across all 19 correctional facilities across Freetown, Kono, Kenema, Moyamba, Bo, Koinadugu, Waterloo, Makeni, Tonkolili, Pujehun, Bonthe, Port Loko, Kambia and Kailahun and in collaboration with the SLCS, the UNDP consultant hired to develop of the accommodation and industry master plans.
- b. Develop designs and drawings to reflect accommodation spaces measured across all 19 correctional facilities using architectural technologies. Drawings and designs should be in a format to be incorporated in the accommodation master plan.
- c. Ensure that designs and drawings are incorporated in the accommodation and industry master plans' final report on A4 paper format to reflect actual suggested capacity of each correctional facility as per standard measurements obtained.

2. Assess nature of renovation work required and develop Bill of Quantities (BOQs) for the renovation of selected correctional infrastructures and health facilities:

Under the second objective, the consultant would be required to:

- a. Assess selected correctional centers and health facilities to be renovated. The assessment exercise will take into account the nature of repairs needed, the quality of materials to be used and the involvement of correctional managers of the centers.
- b. Develop bill of quantities (BOQs) to determine the amount of works and materials required for the refurbishment of selected centers and health units. BOQs to be submitted with clear recommendation as to the quantum of work required for the completion of refurbishment and renovations.
- c. Guide UNDP and the SLCS in the recruitment of suitable engineers/firms for the renovations.

4. Supervise the renovation of selected correctional infrastructures and health facilities:

Under the third objective, the local consultant would be required to:

- a) Undertake field visits to renovation sites to supervise the level of progress of renovation/refurbishment works undertaken;
- b) Liaise with engineers on site to ensure materials used and quality of work are up to government acceptable standards in the construction/ renovation
- c) Provide recommendations to UNDP and the SLCS as to variations needed in the course of the works.

Timeframe:

The entire assignment will be within a period of 11 months) and will commence on 15 February, 2017 and is expected to be completed by 31 December, 2017. The consultant will be expected to undertake several mission trips in the provinces especially in districts host to correctional centers beneficiaries of interventions.

Deadlines for deliverables:

1. Inception Report detailing methodology and plan for the achievement of the consultancy objectives by **25 February, 2017**;
2. Together with UNDP recruited consultant conduct assessment and measurement of accommodation spaces across all correctional facilities nationwide, develop designs/drawings to accompany each correctional facility; to be completed by **15 March, 2017**;
3. Conduct an assessment of selected facilities to be renovated/refurbished and develop bill of quantities (BOQs) to determine quantum of work and materials required; to be completed by **20 May, 2017**;
4. Undertake field trip monitoring within a frequency relevant to ensure proper supervision of the level of progress of repairs/refurbishment and/or construction; to be completed by **15 December, 2017**;
5. Submit a final narrative report on the entire consultancy; to be finalized by **31 December, 2017**.



Deliverables:

Deliverables	Estimated Completion Date	Review and Approvals Required
1. Inception Report detailing methodology and plan for the achievement of the consultancy objectives.	25 February, 2017	Rule of Law Programme Specialist
2. With Accommodation Master Plan consultant and SLCS staff, conduct assessment and measurement of accommodation spaces across all correctional facilities nationwide, develop designs/drawings to accompany each correctional facility (Maximum 22 nights in the provinces) .	15 March, 2017	
3. Conduct an assessment of selected facilities to be renovated or refurbished and develop bill of quantities (BOQs) to determine quantum of work and materials required. (Maximum of 10 nights in the provinces)	20 May, 2017	
4. Undertake field trip monitoring within a frequency to allow for proper monitoring and supervision of the level of progress of repairs/refurbishment and/or construction and submit a narrative report on the entire consultancy. Payment under this deliverable is also subject to progress of work accomplished. (Minimum of 25 nights in the provinces)	20 November, 2017	
5. Submit a final narrative report on the entire consultancy after a satisfactory completion and hand-over of sites.	30 November, 2017	



3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Educational background

This assignment requires the services of a civil/structural engineer (Architect) who can demonstrate adequate technical capacity to undertake the assessment and measurements and come-up with innovative design/drawings using the appropriate technology and subsequently supervises the renovation of selected structures in collaboration with UNDP and the SLCS.

- Advanced University Degree (Masters or its equivalent) in Structure or Civil Engineering.

Experience	<ul style="list-style-type: none">• Minimum 5 years professional experiences in designing/drawing and building civil engineering facilities.• Experience in structural engineering works and renovation/refurbishment of civil engineering structures;• Demonstrated understanding of working with government entities;• Proven ability in monitoring and supervisory capacity in construction;• Previous experience working in renovation/refurbishment of civil infrastructure would be an asset;
Competencies	<ul style="list-style-type: none">• Highly motivated, with drive and commitment;• Professionalism and integrity;• Promotes knowledge sharing and learning;• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;• Builds strong relationships with partners, focus on impact and results for the partner and responds positively to feedback;• Demonstrates openness to change and ability to manage complexities;• Ability to work with recipient counterparts in building individual and institutional capacity.
Language Requirements	<ul style="list-style-type: none">• Excellent English communication skills and skills in using new design technologies in civil and structural engineering (AutoCad, CAD Lite, 3D Technology...etc.)

Important Note:

The Consultant is required to have the abovementioned professional and technical qualifications. **Only the applicants who hold these qualifications will be shortlisted and contacted.**

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Qualified and interested national candidates are hereby requested to apply. The application must contain the following:

- i. Brief letter of application
- ii. Detailed time line methodology on how the candidate wish to conduct the work
- iii. Detailed achievement based CV
- iv. Financial proposal (inclusive of all cost; travel, printing etc.)

Please note that applications will only be considered if they include the **technical (methodology of task) and financial proposal, as well as CV.**

Application must be address to the Deputy Country Director (Operations), UNDP Sierra Leone, 55 Wilkinson Road, Freetown in an envelope clearing marked 'Application for the Civil Engineer/Architect (National Consultant) – Rule of Law.

5. FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

Deliverables	Estimated Completion Date	Related payments	Review and Approvals Required
6. Inception Report detailing methodology and plan for the achievement of the consultancy objectives.	25 February, 2017	10%	Rule of Law Programme S
7. With Accommodation Master Plan consultant and SLCS staff, conduct assessment and measurement of accommodation spaces across all correctional facilities nationwide, develop designs/drawings to accompany each correctional facility (Maximum 22 nights in the provinces).	15 March, 2017	30%	
8. Conduct an assessment of selected facilities to be renovated or refurbished and develop bill of quantities (BOQs) to determine quantum of work and materials required. (Maximum of 10 nights in the provinces)	20 May, 2017	30%	



9. Undertake field trip monitoring within a frequency to allow for proper monitoring and supervision of the level of progress of repairs/refurbishment and/or construction and submit a narrative report on the entire consultancy. Payment under this deliverable is also subject to progress of work accomplished. (Minimum of 25 nights in the provinces)	20 November, 2017	15%	
10. Submit a final narrative report on the entire consultancy after a satisfactory completion and hand-over of sites.	30 November, 2017	15%	



6. EVALUATION

The UNDP Sierra Leone will choose among one of these two evaluation methods prior to submit the have the Individual Consultant Procurement Notice. Once the evaluation method has been selected the other one shall be deleted to avoid any misunderstanding

CRITERIA FOR SELECTING THE BEST OFFER

The consultant will be evaluated against a combination of technical and financial criteria. The consultant should score a minimum of 70% of the 100% technical grade which will then qualified him/her for the next stage of financial grading of 30%. Both financial and technical scores will be added for the final grade.

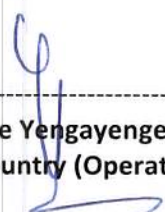
Technical evaluation criteria (total 70 points):

The technical evaluation will take into account the following as per the weightings provided:

- Academic qualification relevant to tasks (Masters with 5 years' work experience) – 20%
- Experience in handling similar assignments of renovation and refurbishment, including evidence of proof (certification/recommendation from previous employers)– 25%
- Demonstrate knowledge in participating in needs assessments and developing designs therefrom – 25%

Financial Proposal – 30%

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
Academic qualification relevant to tasks (Masters with 5 years' work experience) – 20%		20
Experience in handling similar assignments of renovation and refurbishment, including evidence of proof (certification/recommendation from previous employers)– 25%		25
Demonstrate knowledge in participating in needs assessments and developing designs therefrom – 25%		25
Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points): All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.	30%	30
Total Score	Technical Score * 70% + Financial Score * 30%	



Carine Yengayenge
Deputy Country (Operations)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

UNITED NATIONS DEVELOPMENT PROGRAMME

Consultancy Announcement



*Empowered lives.
Resilient nations.*

I. Consultancy Information

Consultancy: Civil Engineer/Architect

Consultancy type: Local Consultant

Supervisor: Rule of Law Programme Specialist

Duration: 11 months

Starting Date: 22 February, 2017

Application deadline: 17 February, 2017

Duty Station: Freetown, Sierra Leone with several travels to the provinces

II. Background

The Government of Sierra Leone adopted the Correctional Services Act in 2014, aiming to transform the country's prisons from punitive to correctional facilities where human rights of inmates are respected. This legislative reform is intended to address human rights abuses currently common in prisons and resulting largely from overcrowding, lack of adequate infrastructure and resources, lack of capacity amongst some prison staff and the poor functioning of the justice sector.

The project titled "From Prisons to Corrections" supported by the Bureau of International Narcotics and Law Enforcement Affairs under the US Department of State aims to assist the Sierra Leone Correctional Services (SLCS) to implement their Strategic Plan which is geared toward the improvement of living conditions in correctional facilities, through activities relating to decongestion, development of an accommodation plan, improved file management, inmate classification and assessment, establishment of prison industries to build skills of inmates and also work towards self-sufficiency of the facilities in terms of food and furniture, training of prison staff on the Mandela Rules (Minimum Standard Rules for the Treatment of Prisoners), carrying out human rights audits of pilot facilities through trained staff and monitoring improvements, refurbishment of infrastructure and health facilities, further enabling legislative reform through drafting of new prison rules and improvements in the health and welfare of inmates.

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Output 1: Institutional capacity of Correctional Facilities is improved in accordance with international human rights standards for inmates and staff

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One of the components of the project is to ensure the development of an Accommodation Master Plan in line with the Kampala Declaration on Prison Conditions in Africa to ensure humane living conditions. While the facilities are severely overcrowded, it will be of key importance to support the SLCS and Ministry of Works to re-assess all inmate accommodations and determine the actual number of inmates that can be accommodated within the facilities with due consideration to international recommendations. Although there is no uniform international standard for the size of individual cells or multiple occupancy dormitories, the SLCS together with the Ministry of Works will define the appropriate measurement taking into account internationally suggested standards and the Sierra Leonean context.

The project also aims at improving the conditions of detention and the provision of health services to inmates. This will be ensured through the refurbishment of dilapidated infrastructure and the renovation of health facilities and water systems/structures.

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III. Objective of the consultancy

The main objective of the consultancy is to Support the Sierra Leone Correctional Services (SLCS) to develop Designs & Drawings for Accommodation Master Plan and BOQs for Renovation/construction of Correctional infrastructure and

² See chapter three of the 1993 Constitution on Fundamental Rights and Freedoms, in particular sections 18 (freedom from arbitrary detention), 20 (protection from inhumane and degrading treatment) and 23 (fair trial rights).

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6. Develop bill of quantities (BOQs) for the renovation/refurbishment and/or construction of selected correctional infrastructure and health facilities;
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Scope of work

1. Develop designs and drawings for the Accommodation Master Plan:

Under the first objective, the local consultant will be expected to:

- d. Conduct the measurement of accommodation spaces across all 19 correctional facilities across Freetown, Kono, Kenema, Moyamba, Bo, Koinadugu, Waterloo, Makeni, Tonkolili, Pujehun, Bonthe, Port Loko, Kambia and Kailahun and in collaboration with the SLCS, the UNDP consultant hired to develop of the accommodation and industry master plans.
- e. Develop designs and drawings to reflect accommodation spaces measured across all 19 correctional facilities using architectural technologies. Drawings and designs should be in a format to be incorporated in the accommodation master plan.
- f. Ensure that designs and drawings are incorporated in the accommodation and industry master plans' final report on A4 paper format to reflect actual suggested capacity of each correctional facility as per standard measurements obtained.

2. Assess nature of renovation work required and develop Bill of Quantities (BOQs) for the renovation of selected correctional infrastructures and health facilities:

Under the second objective, the consultant would be required to:

- d. Assess selected correctional centers and health facilities to be renovated. The assessment exercise will take into account the nature of repairs needed, the quality of materials to be used and the involvement of correctional managers of the centers.
- e. Develop bill of quantities (BOQs) to determine the amount of works and materials required for the refurbishment of selected centers and health units. BOQs to be submitted with clear recommendation as to the quantum of work required for the completion of refurbishment and renovations.
- f. Guide UNDP and the SLCS in the recruitment of suitable engineers/firms for the renovations.

8. Supervise the renovation of selected correctional infrastructures and health facilities:

Under the third objective, the local consultant would be required to:

- d) Undertake field visits to renovation sites to supervise the level of progress of renovation/refurbishment works undertaken;
- e) Liaise with engineers on site to ensure materials used and quality of work are up to government acceptable standards in the construction/ renovation
- f) Provide recommendations to UNDP and the SLCS as to variations needed in the course of the works.

Timeframe:

The entire assignment will be within a period of 11 months) and will commence on 15 February, 2017 and is expected to be completed by 31 December, 2017. The consultant will be expected to undertake several mission trips in the provinces especially in districts host to correctional centers beneficiaries of interventions.

Deadlines for deliverables:

1. Inception Report detailing methodology and plan for the achievement of the consultancy objectives by **25 February, 2017;**
2. Together with UNDP recruited consultant conduct assessment and measurement of accommodation spaces across all correctional facilities nationwide, develop designs/drawings to accompany each correctional facility; to be completed by **15 March, 2017;**
3. Conduct an assessment of selected facilities to be renovated/refurbished and develop bill of quantities (BOQs) to determine quantum of work and materials required; to be completed by **20 May, 2017;**
4. Undertake field trip monitoring within a frequency relevant to ensure proper supervision of the level of progress of repairs/refurbishment and/or construction; to be completed by **15 December, 2017;**
5. Submit a final narrative report on the entire consultancy; to be finalized by **31 December, 2017.**

IV. Deliverables			
Deliverables	Estimated Completion Date	Related payments	Review and Approvals Required
11. Inception Report detailing methodology and plan for the achievement of the consultancy objectives.	25 February, 2017	10%	Rule of Law Programme Specialist
12. With Accommodation Master Plan consultant and SLCS staff, conduct assessment and measurement of accommodation spaces across all correctional facilities nationwide, develop designs/drawings to accompany each correctional facility (Maximum 22 nights in the provinces).	15 March, 2017	30%	
13. Conduct an assessment of selected facilities to be renovated or refurbished and develop bill of quantities (BOQs) to determine quantum of work and materials required. (Maximum of 10 nights in the provinces)	20 May, 2017	30%	
14. Undertake field trip monitoring within a frequency to allow for proper monitoring and supervision of the level of progress of repairs/refurbishment and/or construction and submit a narrative report on the entire consultancy. Payment under this deliverable is also subject to progress of work accomplished. (Minimum of 25 nights in the provinces)	20 November, 2017	15%	
15. Submit a final narrative report on the entire consultancy after a satisfactory completion and hand-over of sites.	30 November, 2017	15%	

V. Recruitment Qualifications

Educational background

This assignment requires the services of a civil/structural engineer (Architect) who can demonstrate adequate technical capacity to undertake the assessment and measurements and come-up with innovative design/drawings using the appropriate technology and subsequently supervises the renovation of selected structures in collaboration with UNDP and the SLCS.

- Advanced University Degree (Masters or its equivalent) in Structure or Civil Engineering.

Experience

- Minimum 5 years professional experiences in designing/drawing and building civil engineering facilities.
- Experience in structural engineering works and renovation/refurbishment of civil engineering structures;
- Demonstrated understanding of working with government entities;
- Proven ability in monitoring and supervisory capacity in construction;
- Previous experience working in renovation/refurbishment of civil infrastructure would be an asset;

Competencies

- Highly motivated, with drive and commitment;
- Professionalism and integrity;
- Promotes knowledge sharing and learning;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability;
- Builds strong relationships with partners, focus on impact and results for the partner and responds positively to feedback;
- Demonstrates openness to change and ability to manage complexities;
- Ability to work with recipient counterparts in building individual and institutional capacity.

Language Requirements

- Excellent English communication skills and skills in using new design technologies in civil and structural engineering (AutoCad, CAD Lite, 3D Technology...etc.)

VI. Application Procedure

Evaluation Criteria:

1. Academic qualification relevant to tasks (Masters with 5 years' work experience) – 20%
2. Experience in handling similar assignments of renovation and refurbishment, including evidence of proof (certification/recommendation from previous employers)– 25%
3. Demonstrate knowledge in participating in needs assessments and developing designs therefrom – 25%
4. Financial Proposal – 30%

Application Modalities:

Applicants are required to submit the following documents:

1. Technical proposals – explaining among other things methodology and approach to the assignment suitable to the requirement of the ToRs. The tentative work plan relating to the scope of the ToRs should be included as per of the technical proposal.
2. In addition, and as part of technical proposals, prospective consultants are expected to update CV and P 11 and submit as an attachment to the technical proposal. The P11 Form can be obtained from the link below: http://sas.undp.org/Documents/P11_Personal_history_form.doc
3. Financial proposal.



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 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, 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 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 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 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 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 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 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 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 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 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.