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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant (IC) – To review the development plans of the Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun District Councils.

(IC – National).

Date: July 30, 2019

Procurement Notice No.: SLE/ICPN/2019/010

Country: Sierra Leone

Description of the assignment: National Consultant To review the development plans of the Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun District Councils.

Name: "Local Economic Development".

Period of assignment: 90 days

Proposal should be submitted at the following address, UNDP, Fourah Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone or by email to procure.sle@undp.org no later than **17:00 hours, on Thursday August 15, 2019 (West African Time).**

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

Following relative progress made with Local Governance and Economic Development project in the last seven (7) years in Moyamba, Tonkolili, Kenema District and City Councils, the Government, Councils and local communities are increasingly becoming interested and committed to the initiative. In recent years, there has been a realignment of our programmes that makes our interventions more comprehensive-hence the design of a programme that responds to the demands of inclusive growth.

The shifting focus in many ways has been necessitated to address the broader aspects of economic growth, and a further demonstration of the application of systems that will ensure the benefits of economic development is inclusive and sustainable.

The Local Economic Development-cum Inclusive Growth initiative has ushered in the comparative advantage that tackle poverty; addresses inequality while at the same time steers growth which are all closely linked. These programmes are all strategically designed to build on the gains made in the local development framework, while at the same time seeks to address the compelling issues of growth and community resilience.

The LED elements can only be systematically institutionalized if they are entrenched into local development institutional planning and policies that inform programming. It is now a proven fact that Local Governance is one of the best opportunities for a people-centred development participation as it brings development closer to them as hitherto marginalized segments of society.

Consequently, it is appropriate as done in nearly a decade of our intervention to deliver our services through this existing framework which serves as a good platform where the systems have been developed.

The aim of the LED programme is to build up the economic capacity of Local Councils (LCs) to identify its economic potentials, improve its economic future and the quality of life of its people. It helps Councils to stimulate economic development at the local level thus increasing their own source revenue base. It also enhances job and wealth creation as it unlocks the economic potentials of various localities to ensure economic diversification. LED brings a shift in the current trend of LCs service delivery-oriented planning and budgeting towards considering social inclusive planning, budgeting, investments and revenue generating activities.

2. DUTIES AND RESPONSIBILITIES

Scope of the consultancy:

Goal

The goal of the consultancy is to review the development plans of six local councils to integrate LED and SDGs activities in a gender responsive manner relating to inclusive growth. The approved LED and SDGs integrated reviewed development plans will be used to resource mobilize for the LCs through the engagement of the private sector and development partners.

Objective

The overall objective of this exercise is:

- To review the development plans (2019-2021) of the six targeted local councils to integrate activities that would promote LED and SDGs in a gender responsive manner and would reflect the felt needs of the community people.

Methodology

The review process will bring together the Councilors and their Ward Development Committee members, the chiefdom council, Local Non-state actors, MDAs, Representatives from SMEs, Youth and Women's groups and the private sector in a participatory and consultative manner.

The consultant would conduct the reviews using collective intelligence tools for information gathering and the identification and prioritization of development issues and implementation pathways to address the issues.

The consultant should be able to identify practical and strategic needs of women and youth during the consultations and should be able to include these in the plans and corresponding budgets.

Approach

The approach to roll out the process would include:

Launching the plan with the Ministry of Local Government and the Decentralization Secretariat and the Local Councils, - Getting started, establishing the steering groups, taking stock (National Mid-Term Development Plan) and planning.

Evidencing local needs and aspirations – understanding the communities at local level through Issue mapping to get a greater understanding of needs and where the points for potential intervention may be greatest

Agreeing and prioritizing actions - Agreeing and developing actions, drafting the reviewed plan and finalizing the plan and implementation strategy.

Presentation of the final reviewed plans and implementation strategy to a general forum which will include the Local Council management, development partners, CSOs, MLGRD and the private sector.

D. Expected key outputs and deliverables:

- i. An inception report including a work plan, detailed methodology, report format and timeline, to be submitted within 10 days from the commencement of the assignment.
- ii. Provision of weekly progress report

- iii. Provide six Integrated development Plans for 2019-2021 for the six targeted Districts Councils respectively.
- iv. Include a monitoring framework for each of the six LC Development Plans.
- v. Include a framework for effective coordination between local councils and devolved MDAs and partners.
- vi. Identify the potential of funding sources at district level for the implementation of the Plans.
- vii. Presentations and participation at the validation workshop as agreed with the ministry of local government and UNDP.

The Consultants will do the following:

- 1. Develop tools for the collection of relevant data.
- 2. Training of LCs Development Officers on administration of data collection tools.
- 3. Recruit and train enumerators for data collection
- 4. Take lead in the collection of data at ward level
- 5. Prepare data entry template, train and supervise data entry clerks
- 6. Analyzing data collected and drafting of the revised development plans.
- 7. Prepare and facilitate the validation process with the key stakeholders
- 8. Prepare the final reviewed development plans for submission
- 9. Take lead in developing the LED proposals for the six Local Councils

UNDP

- 1. Technical and financial support throughout the process
- 2. Finalization of the ToR with the respective Local Councils
- 3. Recruitment of the consultant
- 4. Take lead in supervising the assignment
- 5. Print high grade copies of the final reviewed development plans

The District Councils

- 1. Own and support the process
- 2. Provision of relevant information and materials to the consultant
- 3. Mobilize community structures, sector leads, partners and other key stakeholders for the consultations
- 4. Ensure compliance throughout the entire process.

5. Provide technical information on devolved sector activities
6. Relate with the consultant in the identification of sector priorities
7. Management of the process

The day to day management of the process will be done by the respective Chief Administrators / Development Planning Officers of the six local councils with close support from UNDP LED team and Economic Advisor. The Development Planning Officers of the six councils will take direct part in the process and will be expected to work more closely with the consultant and UNDP staff.

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

Advanced degree in public policy and administration, social science or another relevant field.

Experience:

- 8 years relevant experience supporting governments in Public Finance management and local governance and strengthening the capacity of local government.
- Experience in similar assignment in Sierra Leone with, demonstrating strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils
- Experience in applying participatory approaches in similar interventions for youths and women
- Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.
- Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution; and Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
- Good knowledge and substantial field experience in devolution, local governance and economic development; and ability to engage and working with a range of key stakeholders at national, sub-national/local levels including development partners, private sector and civil society organizations.
- Experience of working with international organizations, government agencies, regional organizations, NGOs, civil society, local communities and other stake-holders;

Desirable Competence of Consultant:

1. Ability to engage and working with a range of key stakeholders at national, sub-national and local levels including development partners, private sector and civil society organizations.
2. A minimum of 8 years relevant experience in Public Financial management supporting governments in local governance and strengthening the capacity at local government.
3. Strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils/sub-nations, with experience in similar assignment, preferably in Sierra Leone.
4. Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
5. Excellent report writing, and oral communication in English language, working knowledge of local languages (Krio etc.) is an added advantage.

6. Working knowledge in the use of collective intelligence will be an added advantage
 7. A solid understanding of rural development, with a focus on participatory processes, joint management, gender equality, gender mainstreaming or women empowerment, child welfare, youths and disability issues;
 8. Familiarity with and a supportive attitude towards processes of strengthening local councils and building local capacities for self-management;
 9. Professional experience in the formulation of integrated development plans
 10. Proven experience with the strategic planning approach and tools.
 11. Experience of working with international organizations, government agencies, regional organizations, NGOs, civil society, local communities and other stake-holders;
- Desirable**
12. Experience working in decentralization, local development planning and community development in Sierra Leone.
 13. A proven ability to produce quality result within short time span towards a shared output will also be required.
 14. Proven capacity to follow district development planning procedures as set in the Local Government Act of 2004

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS¹

Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template² provided by UNDP;
- b) CV and a Personal History Form (P11 form³);
- c) Brief description of approach to work/technical proposal of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) Financial Proposal that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
 - e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference "National Consultant To review the development plans of the Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun District Councils" or by email at the following address ONLY: procure.sle@undp.org by the dead line as

¹ Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: <https://info.undp.org/global/popp/Pages/default.aspx>

² <https://intranet.undp.org/unit/bom/psd/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

³ http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

advertised. Incomplete applications will be excluded from further consideration.
Note:

- The information in the breakdown of the offered lump sum amount provided by the offeror will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
 - The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
 - Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.
- Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading.

5. FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone all-inclusive⁴ lump sum contract amount when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Installment	Upon submission and approval by UNDP of the detailed work plan; no later than three days after signing of the contract	Yes	20%
2 nd Instalment	Will be transferred based on request and plans for field work of consultant.	Yes	50%
3 rd instalment:	After approval of final assets/outputs submitted to UNDP by the Consultant not later than one week after completion of task.	Yes	30%

⁴ The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal

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

Offers received will be evaluated using a Combined Scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only consultants obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:

Applicants are reviewed based on Required Skills and Experience stated above and based on the technical evaluation criteria outlined below. Applicants will be evaluated based on cumulative scoring. When using this weighted scoring method, the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- Being responsive/compliant/acceptable; and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation where technical criteria weighs 70% and Financial criteria/ Proposal weighs 30%.


Technical evaluation - Total 70% (700 points):

The technical evaluation will include the following:

1. Professional qualifications and experience with respect to the TOR: 20 points.
2. Methodology of approach in accomplishing the consultancy including though not limited to
 - (a) timeline 15points:
 - (b) strategies addressing possible risks: 25 points.
3. Relevant educational background and strong analytical and technical skills: 10 point.

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
Professional qualifications and experience with respect to the TOR: 20 points.	20%	200
Methodology of approach in accomplishing the consultancy including though not limited to (a) timeline: 15 points (b) strategies addressing possible risks: 25 points.	40%	400
Relevant educational background and strong analytical and technical skills: 10 point.	10%	100

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%	300
Total Score	Technical Score * 70% + Financial Score * 30%	


Yona Samo
Officer-in-Charge Operations

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



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TERMS OF REFERENCE

UNITED NATIONS DEVELOPMENT PROGRAMME
Terms of Reference (TORs)
CONSULTANCY TO REVIEW THE DEVELOPMENT PLANS OF SIX LOCAL
COUNCILS



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I. Consultancy Services in Sierra Leone

Purpose: To review the development plans of the Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun District Councils

Location: Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun Districts

Expected Places of Travel: The districts of Port Loko, Bombali, Bo, Kenema, Kailahun and Pujehun

Duration: 90 days

Expected Start Date: Immediately after Signing the Contract

Type of Contract: Short Term Consultancy

Duration of Contract: 3 Months

II. Background

Following relative progress made with Local Governance and Economic Development project in the last seven (7) years in Moyamba, Tonkolili, Kenema District and City Councils, the Government, Councils and local communities are increasingly becoming interested and committed to the initiative. In recent years, there has been a realignment of our programmes that makes our interventions more comprehensive-hence the design of a programme that responds to the demands of inclusive growth.

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C. Scope of the consultancy:

Goal

The goal of the consultancy is to review the development plans of six local councils to integrate LED and SDGs activities in a gender responsive manner relating to inclusive growth. The approved LED and SDGs integrated reviewed development plans will be used to resource mobilize for the LCs through the engagement of the private sector and development partners.

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D. Expected key outputs and deliverables:

- i. An inception report including a work plan, detailed methodology, report format and timeline, to be submitted within 10 days from the commencement of the assignment.
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- vi. Identify the potential of funding sources at district level for the implementation of the Plans.
- vii. Presentations and participation at the validation workshop as agreed with the ministry of local government and UNDP.

III. Key Responsibilities

The Consultants will do the following:

1. Develop tools for the collection of relevant data.
2. Training of LCs Development Officers on administration of data collection tools.
3. Recruit and train enumerators for data collection
4. Take lead in the collection of data at ward level
5. Prepare data entry template, train and supervise data entry clerks
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2. Provision of relevant information and materials to the consultant
3. Mobilize community structures, sector leads, partners and other key stakeholders for the consultations
4. Ensure compliance throughout the entire process.
5. Provide technical information on devolved sector activities
6. Relate with the consultant in the identification of sector priorities
7. Management of the process

The day to day management of the process will be done by the respective Chief Administrators / Development Planning Officers of the six local councils with close support from UNDP LED team and Economic Advisor. The Development Planning Officers of the six councils will take direct part in the process and will be expected to work more closely with the consultant and UNDP staff

Desirable Competence of Consultant:

1. Ability to engage and working with a range of key stakeholders at national, sub-national and local levels including development partners, private sector and civil society organizations.
2. A minimum of 8 years relevant experience in Public Financial management supporting governments in local governance and strengthening the capacity at local government.
3. Strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils/sub-nations, with experience in similar assignment, preferably in Sierra Leone.
4. Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
5. Excellent report writing, and oral communication in English language, working knowledge of local languages (Krio etc.) is an added advantage.
6. Working knowledge in the use of collective intelligence will be an added advantage
7. A solid understanding of rural development, with a focus on participatory processes, joint

- management, gender equality, gender mainstreaming or women empowerment, child welfare, youths and disability issues;
8. Familiarity with and a supportive attitude towards processes of strengthening local councils and building local capacities for self-management;
 9. Professional experience in the formulation of integrated development plans
 10. Proven experience with the strategic planning approach and tools.
 11. Experience of working with international organizations, government agencies, regional organizations, NGOs, civil society, local communities and other stake-holders;
 12. Desirable
 13. Experience working in decentralization, local development planning and community development in Sierra Leone.
 14. A proven ability to produce quality result within short time span towards a shared output will also be required.
 15. Proven capacity to follow district development planning procedures as set in the Local Government Act of 2004.

IV. Deliverables & Timelines

Based on the scope of work outlined above, it is expected to deliver the following outputs:

Delivery/output	Estimated duration	Review and approvals required (days turn around)
An inception report based on the desk review and key stakeholders' engagement suggesting priority areas.	7days	MLG/UNDP
Field work for consultations and data collection in the districts of the local councils – draft report on processes and limitations	30 days (5 days per Council)	MLG/UNDP
Drafting reviewed LCs development plans	30 days (5 days per plan)	MLG/UNDP
Validation with each Local Council	6 days (1 day per council)	Local Councils
Finalizing the reviewed development plans and submission to LCs/MLG/UNDP	12 days (2 days per Council)	MLG/UNDP
Total	87 days	

V. Payment Modalities

Payment to the consultant or consultancy firm will be made in three instalments upon satisfactory completion of the following deliverables:

- **1st instalment:** 20% upon submission and approval by UNDP of the detailed work plan; no later than three days after signing of the contract
- **2nd instalment:** 50% will be transferred based on request and plans for field work of consultant.
- **3rd and final instalment:** 30% after approval of final assets/outputs submitted to UNDP by the Consultant not later than one week after completion of task.

VI. Qualifications

Consultant Profile

Education: Advanced degree in public policy and administration, social science or another relevant field.

Experience:

- 8 years relevant experience supporting governments in Public Finance management and local governance and strengthening the capacity of local government.
- Experience in similar assignment in Sierra Leone with, demonstrating strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils Experience in applying participatory approaches in similar interventions for youths and women
- Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.
- Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution; and Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
- Good knowledge and substantial field experience in devolution, local governance and economic development; and ability to engage and working with a range of key stakeholders at national, sub-national/local levels including development partners, private sector and civil society organizations.
- Experience of working with international organizations, government agencies, regional organizations, NGOs, civil society, local communities and other stake-holders;

VII. How to Apply

Interested institutions/organizations and individuals are hereby requested to apply. The application must contain the following:

- Cover letter of application.
- Description of similar assignments undertaken by the organisation.
- Brief description (max. 4 pages) of the proposed methodology on how to complete the assignment (short script to give a quick but witty highlights of work)
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee and specified other costs if applicable).

The cost of the above missions should be reflected in the financial proposals of the consultant. The consultant is expected to arrange their travel and be responsible for vehicle hire and accommodation. The fare will always be "most direct, most economical" at no additional cost to UNDP and any difference in price with the preferred route will be paid for by the contractor. Travel costs (fixed and non-negotiable)

for above mission travels shall be included in financial proposal.

Note:

The information in the financial proposal is a breakdown of the offered lump sum amount provided by the offer or will be used as the basis for determining best value for money, and as reference for any amendments of the contract.

The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.

Please note that applications will only be considered if they include ALL the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all the above-mentioned items into one single Word or PDF document before uploading.

VIII. Evaluation Criteria

Offers received will be evaluated using a combined scoring method, where the qualifications, organisational capacity and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only firms obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:

Technical evaluation criteria (total 70 points):

4. Professional qualifications and experience with respect to the TOR: 20 points.
5. Methodology of approach in accomplishing the consultancy including though not limited to
 - (a) timeline: 15 points
 - (b) strategies addressing possible risks: 25 points.
6. Relevant educational background and strong analytical and technical skills: 10 point.

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.



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.