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INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

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International Consultant review of Sierra Leone Decentralization Policy of 2010 and LOCAL Government ACT of April 2004

(IC – International).

Date: August 19, 2019

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

Country: Sierra Leone

Description of the assignment: International Consultant, review of Sierra Leone Decentralization Policy of 2010 and LOCAL Government ACT of April 2004

Project Name: Review of Sierra Leone Decentralization Policy of 2010 and LOCAL Government ACT of April 2004.

Period of assignment: 48 working 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 29, 2019.**

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

Background

In May 2004, the Local Government Act (LGA) was approved and enacted into law by Parliament of Sierra Leone, a decision that ushered in local government and decentralization. Specifically, the Act set out to consolidate and streamline the systems, processes and procedures for local government to give effect to decentralization and devolution of powers, functions and services to the established 22 local councils. The law (LGA 2004) also provides for decentralization at all levels of local government to ensure good governance, democratic participation of local communities. Lastly, it provides for the political and administrative set-up of local governments, finance and local elections.

To give full effect to the provisions of the LGA 2004, three (3) statutory instruments were enacted –

- The Local Government (Assumption of Functions) Regulations, 2004: this provides for devolution of functions;
- Statutory instruments No. 15 – 33: establishing 19 local councils in 19 localities; and
- Statutory instruments No. 6 – 9, and No. 19 of 2006 converting the status of 6 towns to city/municipal status.

In addition, a Cabinet Conclusion, CP (2011) 124 of 19th November 2011 on the de-amalgamation of chiefdoms, pioneered by the Ministry of Local Government and Rural Development (MLGRD) resulted in the creation of 41 additional chiefdoms and three (3) local councils namely: Port Loko City Council; Koinadugu II (Falaba) District Council; and Karene District Council.

In order to strengthen implementation of the provisions in the LGA 2004 and to guide the policy direction of Government on the ongoing implementation of decentralisation reforms, a National Decentralization Policy came into existence in 2010.

Given the fact that the LGA 2004 came into force before the policy, the Government appreciates the fact that the implementation of the National Decentralization Policy 2010, will require comprehensive reforms in legislation, especially regarding institutional and administrative functions and structures, as well as public finance and human resources management. Subsequently, a review of the existing national decentralization policy in line with the New Direction and National Development Plan (2019-2023) will better inform review of the LGA 2004.

As part of the key reforms to be implemented, the Government has embarked on the processes to review the National Decentralization Policy of 2010 and the legal and regulatory framework for Local Governance, starting with the Local Government Act, 2004 (as amended).

Purpose of the reviews

The international consultant will work with national consultants to establish a supportive and effective policy and legal framework for decentralization in Sierra Leone that is consistent with regional best practices, by:

- Reviewing the National Decentralization Policy of 2010, in collaboration with national consultants, to be consistent with the Medium-Term National Development Plan (2019-2023) and current regional perspectives and subsequently the LGA 2004 thereby ensuring that the revised LGA is consistent with the provisions in the revised Policy
- Providing international perspective/best practice in harmonizing the provisions of the existing legal and regulatory framework with the vision and objectives of decentralization as espoused by the revised National Decentralization Policy; and
- Identifying gaps in the existing legislation and proposing legislative provisions that will enable smooth and effective implementation of the Decentralization Policy.

2. DUTIES AND RESPONSIBILITIES

Scope of work

Whilst the Local Government Act is the organic legislation for decentralization in Sierra Leone, it exists side by side with other pieces of legislation (LED Policy, Rural Development Policy etc.) that have a bearing on decentralization. These other pieces of legislation also need to be inventoried, reviewed and harmonized with or otherwise render them supportive to the decentralization policy.

Specific objective of the reviews

1. **To review the National Decentralization Policy of 2010 and Local Government Act 2004 (as amended to-date):** These are the overall organic laws for exercising local governance in Sierra Leone. The international consultant will work with national consultants to undertake comprehensive reviews of the policy and law to bring it in tandem with, and ensure that it effectively guides, facilitates and enhances the realization of the objectives of decentralization nationwide;
2. **To conduct scoping of other legislations and policies that have bearing on the decentralization of governance and service delivery keeping in view the regional and international best practice:** The review process seeks to harmonize all sectoral, fiscal and administrative legal instruments having a bearing on decentralization, to ensure that actual or potential impediments are identified and eliminated and ensure that provisions that enable and/or enhance effective implementation of decentralization, are included. The IC will provide regional and international context to the scoping process.
3. **In collaboration with national consultants, analyze the relationships and legal implications of decentralization on other legislations/policies, align them and propose measures to create legislative and policy harmony in the implementation process:** The review team (national and international consultants will identify, propose and work with the following Ministry of Local Government legally established entities, Decentralization Secretariat, Local Government Service Commission and Local Government Finance Department senior management and other relevant national authorities to undertake measures to harmonize the whole policy and legal framework on decentralization, decentralized governance and service delivery structures. The basis of this is the GOSL desire to ensure efficiency by creating one harmonized policy and legal regime for decentralized governance in Sierra Leone;
4. **To ensure participation and inclusion:** The review team shall adopt appropriate approaches to ensure that the policy and legislative review process is participatory and actively involves relevant line ministries, autonomous agencies and commissions, as well as identify other traditional and non-traditional partners critical to decentralization. It must also ensure inclusiveness of gender, youth, people with disabilities, traditional leaders and other interest groups.

Expected outputs and deliverables

Specific deliverables/Output

The following are the specific deliverables/outputs expected from the review exercise to be done by the international consultant working together with the national consultants:

	Delivery/Output	Review and approvals required
1	A scoping report based on the desk review of all pieces of policies and legislation having a bearing on decentralization. This will include analysis and recommendations for reform of the Decentralization policy and LGA 04.	MLG/UNDP
2	In collaboration with national stakeholders, undertake wide spectrum stakeholders' engagement on the scoping report and the first draft of the report comprising of two sections: a) mapping of existing issues; and b) gap analysis with recommendations for the revised National Decentralization Policy and amended provisions of the LGA	MLG/UNDP
3	Debriefing session on the first draft report and implementation strategy with selected key Stakeholders (all MDAs and development partners) for discussion and inputs	MLG/UNDP

4	Presentation of the first draft report and implementation strategy incorporating comments from the debriefing session to a wide range of stakeholders at a validation workshop.	MLG/UNDP
5	Preparation and submission of comprehensive draft reports incorporating comments from the wider stakeholders' validation workshop	MLG/UNDP
6	Preparation and submission of a report with a synopsis of anticipated challenges in implementation as well as recommendations on required subsidiary legislation to be undertaken and capacity building needs for effective implementation.	MLG/UNDP
7	Submission of bi-weekly assignment updates	MLGRD/UNDP
8	Submission of end of assignment report	UNDP

The international consultant will work with the national consultants and is expected to present the two draft reports (the comprehensive draft report and programme document) to a stakeholder workshop for validation and comments and final acceptable reports to MLG and UNDP at the end of the assignment period.

Institutional Arrangement

The assignment will be managed by the Ministry of Local Government with support from UNDP Sierra Leone.

The Consultant will work under the supervision of the Ministry of Local Government (MLG) and UNDP Sierra Leone in delivering the expected outputs.

Duration of assignment

The assignment of the international consultant working with the national consultants is planned to be completed in 50 working days as indicated in the table below and during which time a final report shall be presented to UNDP and the Ministry of Local Government.

	Delivery/Output	Estimated Duration	Review and approvals required
1	A scoping report based on the desk review of all pieces of policies and legislation having a bearing on decentralization. This will include analysis and recommendations for reform of the Decentralization policy and LGA 04. Relevant pieces of policies and legislation will be shared with the international consultant for his/her input on the regional perspective before his/her presence in-country	2 days	MLGRD/UNDP
2	Work with the national consultants on a 'Wide stakeholders' engagement on the scoping report and the first draft of the report comprising of two sections: a) mapping of existing issues; and b) gap analysis with recommendations for the revised National Decentralization Policy and amended provisions of the LGA	30 working days	MLGRD/UNDP
3	Together with the national consultants conduct a debriefing session on the first draft report and implementation strategy with selected key Stakeholders (all MDAs and development partners) for discussion and inputs	1 working day	MLGRD/UNDP
4	Together with the national consultants do presentation of the first draft report and implementation strategy incorporating comments from the debriefing session to a wide range of stakeholders at a validation workshop.	5 working days	MLGRD/UNDP

5	Together with the national consultants do preparation and submission of comprehensive draft reports incorporating comments from the wider stakeholders' validation workshop	5 working days	MLGRD/UNDP
6	Together with the national consultants prepare and submit a report with a synopsis of anticipated challenges in implementation as well as recommendations on required subsidiary legislation to be undertaken and capacity building needs for effective implementation.	5 working days	MLGRD/UNDP
7	Submission of bi-weekly assignment updates by the team	Bi-weekly	MLGRD/UNDP
8	Submission of end of assignment report by the international consultant	2 working days	UNDP
9	Total	48 working days	

Duty station

The international consultant will be provided an office space at MLG and UNDP in Freetown. He/she will be expected to do extensive up-country travels together with the national consultants to engage stakeholders

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

- Advance university degree in the Social Sciences, law or any other relevant field.

Experience:

- Must have undertaken research in Sierra Leone and or the West African region relating to local governance, institutional strengthening and policy development in the last ten years
- At least 10 years of experience with strong comparative experience in field of decentralization and local economic development; fiscal decentralization; decentralized infrastructure and service delivery
- *At least 5 years* of experience in Decentralization, Local Governance, Local Economic Development, decentralized financing (or fiscal transfers) to improve service delivery - Small-scale infrastructure, natural resource management and Public-Private-Partnership.
- Proven experience in gender mainstreaming in decentralized governance.
- Good knowledge and substantial field experience in devolution, local governance and economic development, especially in Sierra Leone or the West African region.
- Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone or the West African region.

Language Requirement:

Fluency in written and spoken English and excellent writing skills

Important Note:

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

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 form)**³;
- 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 **“International Consultant REVIEW OF SIERRA LEONE DECENTRALIZATION POLICY OF 2010 AND LOCAL GOVERNMENT ACT OF APRIL 2004”** or by email at the following address ONLY: procure.sle@undp.org by the dead line as 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.

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/hom/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

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	Signing of contract, Desk review, submission and approval of Inception.	Yes	20%
2 nd Installment	After the second draft report has been provided by the consultant and approved/accepted	Yes	50%
3 rd Installment	after the Final report has been submitted by the consultant and is accepted by the UNDP and MLGRD.	Yes	30%

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:

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

- 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):

Education: (Maximum Points: 100).

- Advanced University degree in social sciences

Experience: (Maximum Points: 150).

- Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years
- Must be familiar with state and non-state actors working in the above fields
- Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region
- The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone
- Experience in supporting policy development is an added asset

Clear Understanding (Maximum Points: 100).

- Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.

Analytical capabilities (Maximum Points: 100).

- Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data.
- Quantitative and qualitative data management skills
- Competence in the use of collective intelligence will be an advantage

Interpersonal and communication skills: (Maximum Points: 50).

- Strong interpersonal skills and communication skills,
- Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs
- Strong written communication skills to produce external communication materials.
- Demonstrated ability to train and build capacity of others

Integrity (Maximum Points: 50).

- Demonstrates integrity by modelling the UN's values and ethical standards

Managing complexity (Maximum Points: 100).

- Demonstrates openness to change and ability to receive/integrate feedback;
- Negotiating skills, and the ability to cope with situations which may pose conflict,
- Ability to solve complex problems with minimal supervision
- Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations

Results-orientation - (Maximum Points: 50).

- Demonstrated understanding of results-based management.
- Ability to prioritize.
- Use of results language for communication
- Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment.

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
Education: (Maximum Points: 100).		100
➤ Advanced University degree in social sciences	10%	
Experience: (Maximum Points: 150).		150
➤ Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years	15%	
➤ Must be familiar with state and non-state actors working in the above fields		
➤ Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region		
➤ The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone		
➤ Experience in supporting policy development is an added asset		
➤ Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.	10%	100
Analytical capabilities		
➤ Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data.	10%	100
➤ Quantitative and qualitative data management skills		
Competence in the use of collective intelligence will be an advantage		
Interpersonal and communication skills:		
➤ Strong interpersonal skills and communication skills,	5%	50
➤ Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs		
➤ Strong written communication skills to produce external communication materials.		
➤ Demonstrated ability to train and build capacity of others		
Integrity		
• Demonstrates integrity by modelling the UN's values and ethical standards	5%	50
Managing complexity		
➤ Demonstrates openness to change and ability to receive/integrate feedback;	10%	100
➤ Negotiating skills, and the ability to cope with situations which may pose conflict,		
➤ Ability to solve complex problems with minimal supervision		
➤ Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations.		
Results-orientation		
➤ Demonstrated understanding of results-based management.	5%	50

<ul style="list-style-type: none"> ➤ Ability to prioritize. ➤ Use of results language for communication ➤ Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment. 			
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
Procurement Specialist

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



*Empowered lives.
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TERMS OF REFERENCE FOR REVIEW OF SIERRA LEONE DECENTRALIZATION POLICY OF 2010 AND LOCAL GOVERNMENT ACT OF APRIL 2004

Type of Contract: Individual Consultant (International consultancy)

Language Required: English

Commencement Date: 9th September 2019

End Date: 13th November 2019

Duration of Work: 48 days

Location/Duty Station Freetown and travel to up country

A. Project Title: Review of Sierra Leone Decentralization Policy of 2010 and Local Government Act of 2004

B. Project Description:

Background

In May 2004, the Local Government Act (LGA) was approved and enacted into law by Parliament of Sierra Leone, a decision that ushered in local government and decentralization. Specifically, the Act set out to consolidate and streamline the systems, processes and procedures for local government to give effect to decentralization and devolution of powers, functions and services to the established 22 local councils. The law (LGA 2004) also provides for decentralization at all levels of local government to ensure good governance, democratic participation of local communities. Lastly, it provides for the political and administrative set-up of local governments, finance and local elections.

To give full effect to the provisions of the LGA 2004, three (3) statutory instruments were enacted –

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Given the fact that the LGA 2004 came into force before the policy, the Government appreciates the fact that the implementation of the National Decentralization Policy 2010, will require comprehensive reforms in legislation, especially regarding institutional and administrative functions and structures, as well as public finance and human resources management. Subsequently, a review of the existing national decentralization policy in line with the New Direction and National Development Plan (2019-2023) will better inform review of the LGA 2004.

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Purpose of the reviews

The international consultant will work with national consultants to establish a supportive and effective policy and legal framework for decentralization in Sierra Leone that is consistent with regional best practices, by:

- Reviewing the National Decentralization Policy of 2010, in collaboration with national consultants, to be consistent with the Medium-Term National Development Plan (2019-2023) and current regional perspectives and subsequently the LGA 2004 thereby ensuring that the revised LGA is consistent with the provisions in the revised Policy
- Providing international perspective/best practice in harmonizing the provisions of the existing legal and regulatory framework with the vision and objectives of decentralization as espoused by the revised National Decentralization Policy; and
- Identifying gaps in the existing legislation and proposing legislative provisions that will enable smooth and effective implementation of the Decentralization Policy.

C. Scope of work

Whilst the Local Government Act is the organic legislation for decentralization in Sierra Leone, it exists side by side with other pieces of legislation (LED Policy, Rural Development Policy etc.) that have a bearing on decentralization. These other pieces of legislation also need to be inventoried, reviewed and harmonized with or otherwise render them supportive to the decentralization policy.

Specific objective of the reviews

5. ***To review the National Decentralization Policy of 2010 and Local Government Act 2004 (as amended to-date):*** These are the overall organic laws for exercising local governance in Sierra Leone. The international consultant will work with national consultants to undertake comprehensive reviews of the policy and law to bring it in tandem with, and ensure that it effectively guides, facilitates and enhances the realization of the objectives of decentralization nationwide;
6. ***To conduct scoping of other legislations and policies that have bearing on the decentralization of governance and service delivery keeping in view the regional and international best practice:*** The review process seeks to harmonize all sectoral, fiscal and administrative legal instruments having a bearing on decentralization, to ensure that actual or potential impediments are identified and eliminated and ensure that provisions that enable and/or enhance effective implementation of decentralization, are included. The IC will provide regional and international context to the scoping process.
7. ***In collaboration with national consultants, analyze the relationships and legal implications of decentralization on other legislations/policies, align them and propose measures to create legislative and policy harmony in the implementation process:*** The review team (national and international consultants will identify, propose and work with the following Ministry of Local Government

legally established entities, **Decentralization Secretariat, Local Government Service Commission and Local Government Finance Department** senior management and other relevant national authorities to undertake measures to harmonize the whole policy and legal framework on decentralization, decentralized governance and service delivery structures. The basis of this is the GOSL desire to ensure efficiency by creating one harmonized policy and legal regime for decentralized governance in Sierra Leone;

8. **To ensure participation and inclusion:** The review team shall adopt appropriate approaches to ensure that the policy and legislative review process is participatory and actively involves relevant line ministries, autonomous agencies and commissions, as well as identify other traditional and non-traditional partners critical to decentralization. It must also ensure inclusiveness of gender, youth, people with disabilities, traditional leaders and other interest groups.

D. Expected outputs and deliverables

Specific deliverables/Output

The following are the specific deliverables/outputs expected from the review exercise to be done by the international consultant working together with the national consultants:

	Delivery/Output	Review and approvals required
1	A scoping report based on the desk review of all pieces of policies and legislation having a bearing on decentralization. This will include analysis and recommendations for reform of the Decentralization policy and LGA 04.	MLG/UNDP
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7	Submission of bi-weekly assignment updates	MLGRD/UNDP
8	Submission of end of assignment report	UNDP

The international consultant will work with the national consultants and is expected to present the two draft reports (the comprehensive draft report and programme document) to a stakeholder workshop for validation and comments and final acceptable reports to MLG and UNDP at the end of the assignment period.

E. Institutional Arrangement

The assignment will be managed by the Ministry of Local Government with support from UNDP Sierra Leone. The Consultant will work under the supervision of the Ministry of Local Government (MLG) and UNDP Sierra Leone in delivering the expected outputs.

F. Duration of assignment

The assignment of the international consultant working with the national consultants is planned to be completed in 50 working days as indicated in the table below and during which time a final report shall be presented to UNDP and the Ministry of Local Government.

	Delivery/Output	Estimated Duration	Review and approvals required
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2	Work with the national consultants on a "Wide stakeholders" engagement on the scoping report and the first draft of the report comprising of two sections: a) mapping of existing issues; and b) gap analysis with recommendations for the revised National Decentralization Policy and amended provisions of the LGA	30 working days	MLGRD/UNDP
3	Together with the national consultants conduct a debriefing session on the first draft report and implementation strategy with selected key Stakeholders (all MDAs and development partners) for discussion and inputs	1 working day	MLGRD/UNDP
4	Together with the national consultants do presentation of the first draft report and implementation strategy incorporating comments from the debriefing session to a wide range of stakeholders at a validation workshop.	5 working days	MLGRD/UNDP
5	Together with the national consultants do preparation and submission of comprehensive draft reports incorporating comments from the wider stakeholders' validation workshop	5 working days	MLGRD/UNDP
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7	Submission of bi-weekly assignment updates by the team	Bi-weekly	MLGRD/UNDP
8	Submission of end of assignment report by the international consultant	2 working days	UNDP
9	Total	48 working days	

G. Duty station

The international consultant will be provided an office space at MLG and UNDP in Freetown. He/she will be expected to do extensive up-country travels together with the national consultants to engage stakeholders

H. Qualifications

- Advance university degree in the Social Sciences, law or any other relevant field.
- Must have undertaken research in Sierra Leone and or the West African region relating to local governance, institutional strengthening and policy development in the last ten years

- At least 10 years of experience with strong comparative experience in field of decentralization and local economic development; fiscal decentralization; decentralized infrastructure and service delivery
- *At least 5 years of experience in Decentralization, Local Governance, Local Economic Development, decentralized financing (or fiscal transfers) to improve service delivery - Small-scale infrastructure, natural resource management and Public-Private-Partnership.*
- Proven experience in gender mainstreaming in decentralized governance.
- Good knowledge and substantial field experience in devolution, local governance and economic development, especially in Sierra Leone or the West African region.
- Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone or the West African region.

I. Scope of Price Proposal and Schedule of Payments

Scope of financial proposal

Interested individual consultants should submit their financial proposals as stated below.

The offer will be a lump sum linked to deliverables, inclusive, with all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Consultant and should be factored into the final amounts submitted in the proposal. Once agreed, the contract price will remain fixed regardless of changes in the cost's component.

Schedule of payment

1st payment - 30% payment upon Signing of contract, Desk review, submission and approval of inception

2nd payment - 50% payment After the second draft report has been provided by the consultant and approved/accepted

3rd payment - 20% payment after the Final report has been submitted by the consultant and is accepted by the UNDP and MLGRD.

J. Recommended Presentation of Offer

Interested qualified individual consultants that meet the above requirements are invited to submit the following:

- Cover letter/EOI that indicate how the consultant meet the selection criteria and state the specific posts applied.
- P11 or personal curriculum Vitae that includes list of previous work, contractual responsibility and successful completion of consultancy services related including name, contact numbers and email address of focal persons for each contract.
- Technical Proposal providing details of the methodology envisaged for the assignment
- Financial proposal stating: Lump sum cost that includes a) fees or daily rate and minor miscellaneous expenses and b) travel costs

K. Criteria for Selection of the Best Offer

Combined Scoring method — where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

Criteria	Points
➤ Education: Advanced University degree in social sciences,	10%
➤ Experience: Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years	15%
➤ Must be familiar with state and non-state actors working in the above fields	

<ul style="list-style-type: none"> ➤ Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region ➤ The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone ➤ Experience in supporting policy development is an added asset 	
<ul style="list-style-type: none"> ➤ Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop. 	10%
<i>Analytical capabilities</i> <ul style="list-style-type: none"> ➤ Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data. ➤ Quantitative and qualitative data management skills ➤ Competence in the use of collective intelligence will be an advantage 	10%
<i>Interpersonal and communication skills:</i> <ul style="list-style-type: none"> ➤ Strong interpersonal skills and communication skills, ➤ Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs ➤ Strong written communication skills to produce external communication materials. ➤ Demonstrated ability to train and build capacity of others 	5%
<i>Integrity</i> <ul style="list-style-type: none"> ➤ Demonstrates integrity by modelling the UN's values and ethical standards 	5%
<i>Managing complexity</i> <ul style="list-style-type: none"> ➤ Demonstrates openness to change and ability to receive/integrate feedback; ➤ Negotiating skills, and the ability to cope with situations which may pose conflict, ➤ Ability to solve complex problems with minimal supervision ➤ Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations. 	10%
<i>Results-orientation</i> <ul style="list-style-type: none"> ➤ Demonstrated understanding of results-based management. ➤ Ability to prioritize. ➤ Use of results language for communication ➤ Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment. 	5%
Total technical proposal	70
Financial proposal	30
Overall points	100

L. Annexes to the ToR

1. LED Policy
2. Medium-term National Development Plan
3. Draft Rural Development Coordination Policy
4. Policies for sustained economic growth and poverty alleviation
5. Fiscal Decentralization policy
6. Chiefdom Administration Policy
7. Decentralization Policy – 2010
8. Local Government Act - 2004



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.