

ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

International consultant to provide quality assurance to the revision and harmonization of the National Energy Policy, Review drafts of National Energy Bill, and National Bioenergy Policy & Action Plan for Sierra Leone

(Open to International Only)

Date: 14 November 2016

Procurement Notice No.: SLE/IC/2016/006

Country: Sierra Leone

Description of the assignment: provide quality assurance to the revision and harmonization of the National Energy Policy, Review drafts of National Energy Bill, and (b) National Bioenergy Policy & Action Plan for Sierra Leone

Project Name: Enabling Sustainable Livelihoods through Improved Natural Resource Governance and Economic Diversification in the Kono District, Sierra Leone

(Open to International Only)

Period of assignment: 20 working days spread over a period of 4 months

Proposal should be submitted at the following address, UNDP, 55 Wilkinson Road, Freetown, Sierra Leone or by email to procure.sle@undp.org no later than **15:00 hours, 28th November 2016**.

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

The Sierra Leone Government established a Directorate of Energy under the Ministry of Energy (MoE) in 2012 in recognition of the need to coordinate energy-related matters within the Ministry's mandate. The mission of the Directorate of Energy is to: (i) Develop policies and programmes for the provision of energy (electricity and otherwise) on a constant, affordable and sustainable basis; and (ii) derive value out of natural resources as sources of energy for the benefit of the nation.

With support from UNDP and financing from the Global Environment Facility (GEF), a country-led project was designed to complement the national Energy Strategic Plan. The project aims to address the current regulatory, institutional, technical, financial and social barriers to energy efficient production and utilization of charcoal in Sierra Leone through innovative technologies and private sector involvement. One of the key objectives of the project is to facilitate the formulation and enforcement of relevant policies, laws and regulations, as well as to strengthen institutional capacity on biomass resource utilization at the national, regional and community level.

The National Energy Policy that was developed for Sierra Leone in 2009 falls short in advocating for the promotion of renewable energy sources. The existence of inadequate regulations and standards, guidelines and bylaws poses major challenges to the Directorate of Energy in fulfilling its mandate on promoting renewables. Adequate enforcement cannot be attained without the requisite reviewing and updating as well as harmonisations of fragmented policies, regulations and legislation.

Bioenergy is one of the dominant sources of energy supply in Sierra Leone, and is likely to continue to dominate as a prime energy source. This phenomenon, together with the steady development of biofuels as an alternative energy supply, emphasizes the need to ensure that the supply of bioenergy is as environmentally sustainable as possible. Although bioenergy sources hold the potential to reduce dependency on non-renewable energy sources, and reduce Green House Gas (GHG) emissions, their cultivation poses a challenge to food security. As such, there is a clear need to ensure that an adequate legal framework exists, in order to guide: (i) environmentally sustainable supply and quality production; (ii) efficient conversion and utilization; (iii) transportation; (iv) marketing, pricing and incentives; and (v) institutional development.

On behalf of the MoE, UNDP is requesting the services of a Legal Consultancy firm to (i) Revise and Harmonize the National Energy Policy, (ii) Draft a National Energy Bill, and (iii) Draft a National Bioenergy Policy & Action Plan for Sierra Leone.

2. DUTIES AND RESPONSIBILITIES

Under the direct supervision of the Project Manager, and in close collaboration with Directorate of Energy in the Ministry of Energy and the UNDP EENRM Team Leader, the contractor will be expected to perform but not limited to the following key functions:

- Review legislative and institutional frameworks of other countries that could serve as examples of good practices, and integrate appropriate elements in the policy and action plan for Sierra Leone.
- Review the draft National Energy Policy, draft Energy Bill, and National Bioenergy Policy & Action Plan, and provide constructive technical inputs and recommendations for strengthening the documents in compliance with international standards and best practices.

Participate as a resource person in a 3-day national-level consultation workshop (scheduled to take place in February, 2017).

EXPECTED OUTPUTS AND DELIVERABLES

Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:

- Detailed inception report, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP with copy to the Director of Energy within 5 working days upon contract signature.
- Report of an overview of the existing national legal instruments and international frameworks relevant to the proposed policy and action plan including their strengths, gaps and weakness and recommendations to address these to be submitted within 10 working days after signing of contract.
- Inputs on drafts (i) National Energy Policy, (ii) National Energy Bill, and (iii) National Bioenergy Policy & Action Plan for Sierra Leone with clear outlines of the proposed relevant institutional framework to implement the action plan, reflecting the outcomes of the reviews and consultations undertaken, to be submitted within 40 working days after signing of contract.

Recommendations for final (i) National Energy Policy, (ii) Draft a National Energy Bill, and (iii) Draft a National Bioenergy Policy & Action Plan for Sierra Leone presented to the Ministry of Energy to be submitted within 60 working days after signing of contract including the following.

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

This assignment requires the services of a individual international consultant based in the country that can demonstrate adequate analytical capacity and that can provide a legal firm with expertise relevant to providing technical support to quality assurance. The consultant should provide:

- Record of similar work performed and completed.

Beside the provision of the profile of the individual and evidence based of previous works of similar nature, the consultant should provide summary CVs of its technical specialists as below:

Education

- Advanced University Degree in Law, Environmental Studies or other professional area relevant to this assignment.

Job Knowledge/Technical Expertise

- At least seven years of relevant working experience, at a senior level.
- Demonstrated understanding of the principles applicable to drafting of legal and regulatory instruments.
- Experience in providing professional advice to Government institutions concerning legislative drafting of constitutional, environment or other public law issues.
- Experience working for an international organization would be an advantage.

Competence

- Excellent analytical and research skills.
- Demonstrated expertise in drafting and reviewing technical reports.
- Excellent communication skills, and fluency in spoken and written English.

Demonstrated expertise in areas relevant to renewable energy, including biomass conversion and rural charcoal production, as well as issues related to marketability.

Important Note:

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

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Qualified individuals are hereby requested to apply. The application must contain the following:

- Brief letter of application.
- Description of similar assignment that has been undertaken by the individual
- Summary CVs of Technical staff for the assignment
- Submission of relevant documentations as indicated above
- Brief description (max. 4 pages) of the proposed methodology on how to complete the assignment.
- 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)

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-inclusive¹ 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 review and approval of the detailed inception report by UNDP	Yes	30 %
2 nd Installment	upon review and approval of the: (i) Report of an overview of the existing national legal instruments and international frameworks, ii) Draft National Energy Policy, (iii) Draft a National Energy Bill, and (iv) Draft a National Bioenergy Policy & Action Plan for Sierra Leone.	Yes	50 %
3 th Installment	upon review and approval of the final i) National Energy Policy, (ii) Draft a National Energy Bill, and (iii) Draft a National Bioenergy Policy & Action Plan for Sierra Leone including annexes.	Yes	20%

¹ 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:

Technical evaluation criteria (total 70 points):

1. Professional qualifications and technical experience of the applicant with respect to the TOR: 40 points.
2. Methodology of approach (max 4 page) in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline: 30 points.

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
Professional qualifications and technical experience of the applicant with respect to the TOR		40
Methodology of approach (max 4 page) in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline		30
Financial (Lower Offer/Offer*100)	30%	30
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.	
Total Score	Technical Score * 70% + Financial Score * 30%

 Carine Yengayenge
 Deputy Country Director Operations

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference



Empowered lives.
Resilient nations.

I. Position Information

Post Title: International consultant to (i) provide quality assurance to the revision and harmonization of the National Energy Policy, (ii) Review drafts of a) National Energy Bill, and (b) National Bioenergy Policy & Action Plan for Sierra Leone

Location: Freetown, Sierra Leone

Application Deadline: 2 November, 2016

Type of Contract: Professional Individual Consultant

Duration of Initial Contract: 20 working days (spread between November 2016 to – March 2017)

II. Background

The Sierra Leone Government established a Directorate of Energy under the Ministry of Energy (MoE) in 2012 in recognition of the need to coordinate energy-related matters within the Ministry's mandate. The

mission of the Directorate of Energy is to: (i) Develop policies and programmes for the provision of energy (electricity and otherwise) on a constant, affordable and sustainable basis; and (ii) derive value out of natural resources as sources of energy for the benefit of the nation.

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III. Duties & Responsibilities

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- Participate as a resource person in a 3-day national-level consultation workshop (scheduled to take place in February, 2017).

IV. Deliverables & Timelines

Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:

- Detailed inception report, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP with copy to the Director of Energy within 5 working days upon contract signature.
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- Recommendations for final (i) National Energy Policy, (ii) Draft a National Energy Bill, and (iii) Draft a National Bioenergy Policy & Action Plan for Sierra Leone presented to the Ministry of Energy to be submitted within 60 working days after signing of contract including the following

V. Payment Modalities

Payment to the contractor will be made in four instalments upon satisfactory completion of the following deliverables:

- 1st instalment: 30% upon review and approval of the detailed inception report by UNDP
- 2nd instalment: 50% upon review and approval of the i) Report of an overview of the existing national legal instruments and international frameworks, ii) Draft National Energy Policy, (iii) Draft a National Energy Bill, and (iv) Draft a National Bioenergy Policy & Action Plan for Sierra Leone.
- 3rd Instalment: 20% upon review and approval of the final i) National Energy Policy, (ii) Draft a National Energy Bill, and (iii) Draft a National Bioenergy Policy & Action Plan for Sierra Leone including annexes.

VI. Qualifications

This assignment requires the services of a individual international consultant based in the country that can demonstrate adequate analytical capacity and that can provide a legal firm with expertise relevant to providing technical support to quality assurance. The consultant should provide:

- Record of similar work performed and completed.

Beside the provision of the profile of the individual and evidence based of previous works of similar nature, the consultant should provide summary CVs of its technical specialists as below:

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- At least seven years of relevant working experience, at a senior level.
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- Experience in providing professional advice to Government institutions concerning legislative drafting of constitutional, environment or other public law issues.
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- Excellent analytical and research skills.
- Demonstrated expertise in drafting and reviewing technical reports.
- Excellent communication skills, and fluency in spoken and written English.
- Demonstrated expertise in areas relevant to renewable energy, including biomass conversion and rural charcoal production, as well as issues related to marketability.

VII. How to Apply

Qualified individuals are hereby requested to apply. The application must contain the following:

- Brief letter of application.
- Description of similar assignment that has been undertaken by the individual
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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.
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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.

VIII. Evaluation Criteria

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:

Technical evaluation criteria (total 70 points):

3. Professional qualifications and technical experience of the applicant with respect to the TOR: 40 points.
4. Methodology of approach (max 4 page) in accomplishing the consultancy including though not limited to (a) stakeholder engagement strategy, (b) timeline: 30 points.

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.

A handwritten signature in the bottom right corner of the page.

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.