



ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

Technical Support (Consultant) – UNDP-GEF Climate Information and Early Warning Systems Project.

(Open to National Only)

Date: 25 January 2017

Procurement Notice No.: SLE/IC/2017/001

Country: Sierra Leone

Description of the assignment: Technical Support (Consultant) – UNDP-GEF Climate Information and Early Warning Systems Project.

Project Name: UNDP-GEF Climate Information and Early Warning Systems Project.
(Open to National Only)

Period of assignment: 100 working days spread over a period of 8 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 **16:00 hours, 15th February 2017**.

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

1. BACKGROUND

UNDP supports countries in addressing development, climate, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results management and evaluation, performance-based payments and knowledge management.

Sierra Leone is particularly vulnerable to the increasing frequency and severity of disasters and the subsequent impacts on various sectors and these are likely to further exacerbate due to climate variability. These impacts are likely to be particularly negative on the rural population because of their high dependence on rain-fed agriculture and natural resource-based livelihoods. Sierra Leone's capacity to adapt to climate-related hazards should therefore be developed to limit the negative impacts of climate change and address the country's socio-economic and developmental challenges effectively.

One way to support effective adaptation planning is to improve climate monitoring and early warning systems through the enhancement of the technical and technology capacities of the relevant mandated institutions. However, the stumbling blocks in the path include the present limited or non-existence of systematic processes for packaging, translating and disseminating climate information and warnings, lack of technically skilled human resources and poor community level usage of climate information and responses to received warnings.

The Meteorological Department in the Ministry of Transport and Aviation is implementing a UNDP-GEF country-led project that focus on strengthening climate information and early warning systems (CI/EWS) for climate resilient development and adaptation to climate change. As part of the implementation phase the project, the UNDP country office is looking for a suitable candidate to provide technical support to the Meteorological Department, in general, and the project management unit, specifically, on the implementation of the project's approved activities, in collaboration with project partners and stakeholders.

2. DUTIES AND RESPONSIBILITIES

Under the direct supervision of the UNDP EENRM Team lead, and in close collaboration with the Project Manager and the Director of the Sierra Leone Meteorological Department (SLMD); the consultant will support the project manager and the project management unit in delivering the outputs of the projects. The consultant will undertake the following specific tasks and responsibilities:

Provision of technical and strategic advice, focusing on achievement of the following objectives:

- Provide technical advice to the Meteorological Department and other relevant stakeholders for implementation of the work plan to ensure quality delivery of activities;
- Support drafting of Terms of Reference for consultants and contractors, in line with approved work plan
- Provide technical and operational guidance on overarching project implementation, including planning, identification of risks and issues, monitoring, evaluation and reporting.
- Provide technical guidance in the preparation and updating of M&E frameworks, as well as the UNDP-GEF Project Implementation Review/Annual Project Report (PIR/APR), technical reports, and quarterly financial reports, as required by UNDP.

Facilitation of Knowledge Building on Communications and Information Management

- Contribute substantially to the processing and dissemination of climate and early warning information to end-users and stakeholders
- Seek, analyze, and apply information that can result in project improvement, innovations and good practices.
- Contribute to the documentation of successes, good practices, and lessons learned from project implementation.

Strategic Partnerships

- Identify opportunities for synergies and co-financing of activities by potential partners.
- Support in liaising with project partners, donor organizations, NGOs and other stakeholders to ensure effective implementation and coordination of project activities.

EXPECTED OUTPUTS AND DELIVERABLES

Based on the scope of work outlined above and in consultation with the project manager, the Technical Support Consultant will be expected to deliver the following:

- Detailed work plan based on the objectives and approaches outlined above, including timelines/milestones and activities that the Consultant plans to undertake in order to

complete the aforementioned specific tasks, as well as analyses of best practices and target dates for delivering outputs, to be produced within 10 working days of contract signature

- Monthly Reports that includes the findings and recommendations from the assessment on how to deliver better, including recommendation to address identified gaps and the specifications of the required trainings/capacity enhancement as per the tasks of the TOR
- Organise consultative meetings on technology transfer and collaboration between AWS and NATCOM
- Undertake a capacity assessment of the SLMD, Tower hills, HQ, Kenema, Kabala, Kono etc – Report provided
- Review partnership agreement between SL Broadcasting Corporation and SLMD – Report provided
- Develop ToRs for EWS-MITEC legal framework review
- Design ToRs and conduct refresher re-fresher training on climate risk assessments
- Develop ToR for the integration of climate risk in national policies
- ToR/LOA for ONS-DMD partnership developed
- ToR and Training for CBEWS undertaken
- Assist with project management and reporting as assigned by the PM

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Academic:

Advanced University Degree in professional areas directly related to the project such as environmental studies, development, programme management, or meteorology. A first level university degree in combination with 5 additional years of qualifying experience may be accepted in lieu of the advanced university degree.

Experience:

- Minimum 5 years of relevant experience in project management, including familiarity with donor reporting, knowledge management, and results based management processes.
- Strong background in environmental, social safeguards, natural resource management, disaster management and/humanitarian response, information management, coordination, etc.
- Experience working with Government MDAs. Experience working for international organizations, including United Nations agency/agencies and private development institutions in professional areas directly related to the CIEWS Project would be an asset.
- Strong background and/or proven experience in developing proposals, concept notes and related budgets.
- Demonstrated experience on sustainable development issues at middle and/or senior management levels in Sierra Leone.

- Proven experience in undertaking professional representation and engaging stakeholders on project and/or development interventions with reputable institutions in Sierra Leone.
- Demonstrated experience in communicating results in appropriate format to a diversity of audiences.

Corporate Competencies

- Demonstrates integrity by modeling the UN's values and ethical standards
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism

Functional Competencies

Knowledge Management and Learning

- In-depth practical knowledge of inter-disciplinary development issues
- Actively work towards continuing personal learning and development in one or more Practice Areas, acts on learning plan and applies newly acquired skills
- Seeks and applies knowledge, information, and best practices from within and outside of the project

Development and Operational Effectiveness

- Ability to lead formulation, oversight of implementation, monitoring and evaluation of development projects
- Ability to apply development theory to the specific project context to identify creative, practical approaches to overcome challenging situations
- Ability to manage for results: translates strategic aims into achievable plans, with established priorities, monitors them, making periodic adjustments as required.

Management and Leadership

- Builds strong relationships with clients, focuses on impact and result for the client and responds positively to feedback
 - Consistently approaches work with energy and a positive, constructive attitude
 - Demonstrates openness to change and ability to manage complexities
 - Ability to lead effectively, mentoring as well as conflict resolution skills
 - Demonstrates outstanding communication skills
 - Negotiation skills: capacity to work with diverse partners including Government, donors and civil society;
 - Remains calm, in control and good humored even under pressure
- Proven networking, team-building, and organizational skills

Language Requirements:

Fluency in spoken and written English.

Important Note:

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

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

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

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

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

Application must be address to the Deputy Country Director (Operations), UNDP Sierra Leone, 55 Wilkinson Road, Freetown in an envelope clearing marked 'Application for the Technical Support (Consultant) - UNDP-GEF Climate Information and Early Warning Systems Project.

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.

Deliverables and Timelines:

Payment to the consultant will be made upon satisfactory progress/achievements on targeted deliverables against timelines, which must be captured in monthly progress reports, including challenges and recommendations on the way forward. These must be submitted no later than the 3 official working day of the following months.

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

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


Technical evaluation criteria (total 70 points):

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

1. Methodology of approach in accomplishing the consultancy including though not limited to (a) timelines, (b) strategies addressing possible risks and barriers and management responses: 40%
2. Professional Experience and Education with respect to TOR: (a) Demonstrated experience with technical support to projects, with particular focus on climate change action plan and early warning; (b) A good understanding of the climate change and institutional challenges in Sierra (c) Strong analytical skills, particularly applied to providing quality assurance to projects: 30%

Financial proposal: 30%

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
Methodology of approach in accomplishing the consultancy including though not limited to (a) timelines, (b) strategies addressing possible risks and barriers and management responses: 40%		40
Professional Experience and Education with respect to TOR: (a) Demonstrated experience with technical support to projects, with particular focus on climate change action plan and early warning; (b) A good understanding of the climate change and institutional challenges in Sierra (c) Strong analytical skills, particularly applied to providing quality assurance to projects: 30%		30
Financial (Lower Offer/Offer*100) Financial evaluation (total 30 points): All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.	30%	30
Total Score	Technical Score * 70% + Financial Score * 30%	


Yona Sarno
Officer-in-charge (Operations)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



Empowered lives.
Resilient nations.

UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference

I. Position Information

Job Code Title: Technical Support (Consultant) - UNDP-GEF Climate Information and Early Warning Systems Project.

Duty Station: Freetown, Sierra Leone (with field visits)

Application Deadline: 15th February 2017

Contract Modality: Individual Contract (open for Sierra Leonean citizens only)

Duration: 100 working days, spread over 08 months (March - October 2017)

II. Background

UNDP supports countries in addressing development, climate, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results management and evaluation, performance-based payments and knowledge management.

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III. Duties & Responsibilities

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V. Deliverables Payment Modalities

Payment to the consultant will be made upon satisfactory progress/achievements on targeted deliverables against timelines, which must be captured in monthly progress reports, including challenges and recommendations on the way forward. These must be submitted no later than the 3 official working day of the following months.

VI. Competencies

Corporate Competencies

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- Negotiation skills: capacity to work with diverse partners including Government, donors and civil society;
- Remains calm, in control and good humored even under pressure
- Proven networking, team-building, and organizational skills

VI. Qualifications

Education:	<ul style="list-style-type: none"> • Advanced University Degree in professional areas directly related to the project such as environmental studies, development, programme management, or meteorology. A first level university degree in combination with 5 additional years of qualifying experience may be accepted in lieu of the advanced university degree.
Experience:	<ul style="list-style-type: none"> • Minimum 5 years of relevant experience in project management, including familiarity with donor reporting, knowledge management, and results based management processes. • Strong background in environmental, social safeguards, natural resource management, disaster management and/humanitarian response, information management, coordination, etc. • Experience working with Government MDAs. Experience working for international organizations, including United Nations agency/agencies and private development institutions in professional areas directly related to the CIEWS Project would be an asset. • Strong background and/or proven experience in developing proposals, concept notes and related budgets. • Demonstrated experience on sustainable development issues at middle and/or senior management levels in Sierra Leone. • Proven experience in undertaking professional representation and engaging stakeholders on project and/or development interventions with reputable institutions in Sierra Leone. • Demonstrated experience in communicating results in appropriate format to a diversity of audiences.
Language Requirements:	<ul style="list-style-type: none"> • Fluency in spoken and written English.

VIII. Evaluation criteria

The consultant will be evaluated against a combination of technical and financial criteria.

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

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

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3. Financial proposal: 30%

IX. Application Procedures

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

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

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

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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.