ADVERTIZEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: To do a study on enablers and drivers of Women’s participation in revenue mobilization.

(IC – National).

Date: May 4, 2021

Procurement Notice No.: SLE/ICPN/2021/004

Country: Sierra Leone

Description of the assignment: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.

Project Name: National Human Development Report 2018 and Strategic Policy Advisory Services

Period of assignment: 1 month

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 Wednesday May 12, 2021.

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.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
1. BACKGROUND AND OBJECTIVES

Sierra Leone is faced with many challenges in mobilizing domestic revenue stemming from limited participation in tax programs of the informal economy, which contributes 53% of the GDP. Several causes have been associated with this, ranging from complexities of the tax system and lack of tax collection infrastructure that could interface realistically with the constituents in the informal economy. Majority of the population in the informal economy are women that are mostly engaged in subsistence agriculture and petty trade. Studies from the Sierra Leone Demographic Health Surveys conducted in the year 2019 have indicated that 45% of women in Sierra Leone cannot read and write. 65% of women traders in the informal sector have never attended school. Female taxpayers, though taking up a small proportion of those paying formal taxes, bear a larger proportion of tax relative to their income than male taxpayers.

Global studies have revealed gender biases contained in tax systems and fiscal policies, which reflect social stereotypes and structures. Indeed, many taxes and benefits discourage women engagement in paid and formal labor and perpetuate women in the domestic sphere and unpaid care, such as happens with some joint family income tax declarations, some transfer conditionalities, deductions for dependent spouse and survivors’ pensions. As such, fiscal policies can play a role at transforming gender relations and increasing women’s labor force participation rate (globally at 49% for women and 75% for men)³. How fiscal policies are designed also have an impact on women’s access to benefits (such as the gender pension gap created by contributory systems.

Efforts have been carried out by the Government of Sierra Leone and its development partners in strengthening its revenue system to facilitate effective revenue mobilization in Sierra Leone. In 2016, the Government of Sierra Leone developed the National Strategy on Public Finance management, which was intended to reach every Sierra Leonean, leaving no one behind. Complimenting this effort is the National Strategy on resource mobilizations, which outlines initiatives that will enhance transparency and efficiency within the revenue collection system. These efforts have yielded some dividend in ensuring efficiency of public Finance services in delivering their service.

However, these policies are limited in their drive to ensuring inclusive participation of the informal sector, especially women traders and women in Agriculture in Sierra Leone. The policies and strategies developed in the country to boost national resource mobilization and to improve on its public finance management have not reflected gender considerations to ensure adequate participation of the informal sector in its resource mobilizations drive. Tools designed by the National Revenue Authority, NASSIT, Chambers of Commerce and Sierra Leone Commercial bank do not fulfill the obligations outlined in articles 13 and 14 CEDAW, which provided for women and girls enjoyment of economic and social rights and in eliminating structural barriers impeding on the enjoyment of rights of women as is stipulated in SDG Goal 5.

Whilst these inequalities exist within the public Finance sector, there is limited qualitative and quantitative data showing drivers of these inequalities in Sierra Leone.

SLE/ICPN/2021/003; National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
2. SCOPE OF WORK

The overall aim of the study is to identify challenges & enablers of women's participation to domestic revenue mobilization in Sierra Leone.

The study will be looking at the factors impeding on the growth of women owned businesses and the impact of policies and regulations governing Public Finance Institutions and the contribution of women in the national revenue mobilization. The study will be carried out in five districts, targeting a district per region, including Karene, Pujehun, Kailahun, western Area Rural and Urban to have a clear understanding of the inequalities in rural and urban communities.

Specific Objectives

1. To assess the gendered differentials in the growth trajectory of the informal sector and how it impacts on national revenue mobilization

2. To identify factors impeding on the growth transformation of women owned businesses in the informal sector to the formal sector and their contribution to the national economy

3. To understand the impact of current and proposed public finance policy and legislative frameworks on women's participation in contributing to Sierra Leone's revenue mobilization efforts.

4. To identify critical enablers and drivers of gender inequality in the public finance sector, with a specific focus on tax administration, access to finance and social protection mechanisms

**Expected Outputs and Deliverables**

The consultant will undertake the following specific task:

1. Design research tools and instruments that will be used to carry out the study and present to the project Board and committee members for approval.

2. Develop a schedule with clear timelines for carrying out the research.

3. Conduct a desk review of policies, legal frameworks to identify gender gaps that contribute to inequalities in accessing financial institutions, social protection systems and contributions to national revenue mobilizations.

---

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's participation in revenue mobilization.
4. Facilitate a Focus Group Discussions in selected districts to understand trends and patterns of gender inequality in the informal sector and how they impede on the expansion of women-led businesses and their contributions to national revenue mobilizations.

5. Develop a policy brief that outlines gaps and challenges and key recommendations for policy review and formulation that will integrate gender concerns in the Public Finance sector for effective revenue mobilizations in Sierra Leone.

**OUTPUT**

1. A study report on the key drivers of gender inequality and enablers of women participation in the mobilization of public finance.

2. A policy brief outlining key findings and recommendations for policy engagement and influence.

3. DURATION OF THE WORK

The duration of the assignment is maximum of 1 month.

Consultant must send a financial proposal based on the lump sum amount.

The total amount quoted shall be all-inclusive and include all costs components required to perform the deliverables identified in the TOR, including professional fee, travel costs, living allowance (if any work is to be done outside the IC’s duty station) and any other applicable cost to be incurred by the IC in completing the assignment. The contract price will be fixed output-based price regardless of extension of the herein specified duration. Payments will be done upon completion of the deliverables/outputs and as per below percentages:

<table>
<thead>
<tr>
<th>Deliverables/ Outputs</th>
<th>Estimated Duration to Complete</th>
<th>Target Due Dates</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>First payment of 20% shall be made upon successful receipt of a work plan including the guided questions and data collection forms for conducting the study, and ethical clearance certification.</td>
<td>1 week</td>
<td>2021-05-21</td>
<td>20%</td>
</tr>
<tr>
<td>Second payment at 40% shall be made upon satisfactory receipt of a draft report and a presentation of the key findings.</td>
<td>Three weeks</td>
<td>2021-06-04</td>
<td>40%</td>
</tr>
</tbody>
</table>

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
4. DUTY STATION

The consultant may choose to work from his/her own office facility directly with frequent visits to the districts with regular communication with the relevant UNDP staff.

5. QUALIFICATION REQUIRED

Skills and Competencies

Core Competencies

- Demonstrates integrity by modelling the UN values and ethical standards
- Promotes the vision, mission, and strategic goals of UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism

Functional Competencies

- The consultant will present proven record in conducting gender development related research
- Competence in leading women empowerment strategic processes, including research, policy formulation and advocacy
- Be familiar with government financial management and revenue generation system of Sierra Leone
- Be familiar with SDGs implementation and financing processes and how this interface with domestic resources mobilization issues
- Possesses strong skills in gender related data collection, analysis, and reporting
- Demonstrable skills in using social media tools and methodology to understand the key factors impeding the growth of the informal sector to the formal sector and challenges in accessing finance institutions
- Clear skills in facilitating community discussions and research to understanding the key factors

Required Qualification and Experience

Education:

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
Experience:
- At least Seven (5) years’ working experience with a focus on development evaluation and in particular undertaking research.
- Experience of conducting baseline surveys.
- Excellent understanding and experience of the current environment of Economic context in Sierra Leone.
- Prior experience within the United Nations is desirable but not a requirement.

Language Requirements:
Excellent verbal and written communication and presentation skills, and has extensive experience in writing UN reports.

Submission of Application
Qualified applicants are required to submit both technical and financial proposals through the link provided.

6. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS

Qualified and interested candidates are hereby requested to apply. The application should contain the following:
- Cover letter
- Personal CV, indicating education background/professional qualifications, all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;

Financial proposal that indicates all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and specified other costs if applicable, but excluding travel costs and DSA).

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 “To support review and amendment of the Human Rights Commission of Sierra Leone (HRCSL) Act, 2004 to meet modern demands of National Human Rights Institution: 4904 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 offer or will be used

1 Engagement of the consultants should be done in line with guidelines for hiring consultants in the POPP: https://info.undp.org/global/poppp/Pages/default.aspx
2 http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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 UNDP job portal website only allows for one document to be uploaded, so please combine all of the above-mentioned items into one single Word or PDF document before uploading.

8. EVALUATION

Cumulative Assessment
The award of the contract shall be made to the Individual consultant whose offer has been evaluated and determined as a) responsive/compliant/acceptable; and b) having received the highest score out of set of weighted technical criteria (70%), and financial criteria (30%). Financial score shall be computed as a ratio of the proposal being evaluated and the lowest priced proposal received by UNDP for the assignment. 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%.

Criteria to be used for rating the qualifications and methodology

- Criteria 1 Relevance of Education – PHD in Philosophy in Development Gender -Max 5 points
- Criteria 2 Experience in doing research related to gender and economics and research, - Max 15 Points
- Criteria 3 Relevance of experience in policy analysis, qualitative & quantitative study, and design of policy brief – Max 20 points
- Criteria 4 Relevance of experience in using gender research tools and approaches to Gender Planning and Analysis, methodology to assignment – Max 20 points
- Criteria 5 Relevance of experience of diversity, intersectionality in research methodology and approach – Max 10 Points

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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.

Yona Samo  
Procurement Specialist

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITION

---

UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE

<table>
<thead>
<tr>
<th>Basic Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>A study on enablers and drivers of Women’s participation in revenue mobilization.</td>
</tr>
<tr>
<td>Department/Unit</td>
<td>Programme Management Support</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Gender Analyst</td>
</tr>
<tr>
<td>Duration</td>
<td>30 working days</td>
</tr>
<tr>
<td>Type of Contract</td>
<td>individual Consultant</td>
</tr>
<tr>
<td>Location</td>
<td>Freetown</td>
</tr>
<tr>
<td>Application deadline</td>
<td>12th May 2021</td>
</tr>
</tbody>
</table>

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
B. Project Description

Sierra Leone is faced with many challenges in mobilizing domestic revenue stemming from limited participation in tax programs of the informal economy, which contributes 53% of the GDP. Several causes have been associated with this, ranging from complexities of the tax system and lack of tax collection infrastructure that could interface realistically with the constituents in the informal economy. Majority of the population in the informal economy are women that are mostly engaged in subsistence agriculture and petty trade. Studies from the Sierra Leone Demographic Health Surveys conducted in the year 2019 have indicated that 45% of women in Sierra Leone cannot read and write. 65% of women traders in the informal sector have never attended school. Female taxpayers, though taking up a small proportion of those paying formal taxes, bear a larger proportion of tax relative to their income than male taxpayers.

Global studies have revealed gender biases contained in tax systems and fiscal policies, which reflect social stereotypes and structures. Indeed, many taxes and benefits discourage women engagement in paid and formal labor and perpetuate women in the domestic sphere and unpaid care, such as happens with some joint family income tax declarations, some transfer conditionalities, deductions for dependent spouse and survivors’ pensions. As such, fiscal policies can play a role in transforming gender relations and increasing women’s labor force participation rate (globally at 49% for women and 75% for men). How fiscal policies are designed also have an impact on women’s access to benefits (such as the gender pension gap created by contributory systems).

Efforts have been carried out by the Government of Sierra Leone and its development partners in strengthening its revenue system to facilitate effective revenue mobilization in Sierra Leone. In 2016, the Government of Sierra Leone developed the National Strategy on Public Finance management, which was intended to reach every Sierra Leonean, leaving no one behind. Complementing this effort is the National Strategy on resource mobilizations, which outlines initiatives that will enhance transparency and efficiency within the revenue collection system. These efforts have yielded some dividend in ensuring efficiency of public Finance services in delivering their service.

However, these policies are limited in their drive to ensuring inclusive participation of the informal sector, especially women traders and women in Agriculture in Sierra Leone. The policies and strategies developed in the country to boost national resource mobilization and to improve on its public finance management have not reflected gender considerations to ensure adequate participation of the informal sector in its resource mobilizations drive. Tools designed by the National Revenue Authority, NASSIT, Chambers of Commerce and Sierra Leone Commercial bank do not fulfill the obligations outlined in articles 13 and 14 CEDAW, which provided for women and girls enjoyment of economic and social rights and in eliminating structural barriers impeding on the enjoyment of rights of women as is stipulated in SDG Goal 5.

Whilst these inequalities exist within the public Finance sector, there is limited qualitative and quantitative data showing drivers of these inequalities in Sierra Leone.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
C. **Scope of Work**

The overall aim of the study is to identify challenges & enablers of women’s participation to domestic revenue mobilization in Sierra Leone.

The study will be looking at the factors impeding on the growth of women owned businesses and the impact of policies and regulations governing Public Finance Institutions and the contribution of women in the national revenue mobilization. The study will be carried out in five districts, targeting a district per region, including Karene, Pujehun, Kailahun, western Area Rural and Urban to have a clear understanding of the inequalities in rural and urban communities.

**Specific Objectives**

1. To assess the gendered differentials in the growth trajectory of the informal sector and how it impacts on national revenue mobilization

2. To identify factors impeding on the growth transformation of women owned businesses in the informal sector to the formal sector and their contribution to the national economy

3. To understand the impact of current and proposed public finance policy and legislative frameworks on women’s participation in contributing to Sierra Leone’s revenue mobilization efforts.

4. To identify critical enablers and drivers of gender inequality in the public finance sector, with a specific focus on tax administration, access to finance and social protection mechanisms

D. **Expected Outputs and Deliverables**

The consultant will undertake the following specific task:

1. Design research tools and instruments that will be used to carry out the study and present to the project Board and committee members for approval

2. Develop a schedule with clear timelines for carrying out the research

3. Conduct a desk review of policies, legal frameworks to identify gender gaps that contribute to inequalities in accessing financial institutions, social protection systems and contributions to national revenue mobilizations

SLE/ICPN/2021/003: **National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.**
4. Facilitate a Focus Group Discussions in selected districts to understand trends and patterns of gender inequality in the informal sector and how they impede on the expansion of women led businesses and their contributions to national revenue mobilizations

5. Develop a policy brief that outlines gaps and challenges and key recommendations for policy review and formulation that will integrate gender concerns in the Public Finance sector for effective revenue mobilizations in Sierra Leone

**OUTPUT**

1. A study report on the key drivers of gender inequality and enablers of women participation in the mobilization of public finance

2. A policy brief outlining key findings and recommendations for policy engagement and influence.

---

**E. Institutional Arrangement**

Under the overall guidance of UNDP SL Gender Analyst of the Programme Support Unit, the consultant will report directly to and work closely with UNDP SL Gender Analyst - PSU. The time required to review and approve outputs prior to authorizing payments is 7 – 10 days.

**F. Duration of the Work**

The duration of the assignment is 30 working days.

**G. Duty Station**

The consultant may choose to work from his/her own office facility directly with frequent visits to the districts with regular communication with the relevant UNDP staff.

**V. Skills and Competencies**

- **Core Competencies**
  - Demonstrates integrity by modelling the UN values and ethical standards
  - Promotes the vision, mission, and strategic goals of UNDP
  - Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
  - Treats all people fairly without favoritism

  - **Functional Competencies**
    1) The consultant will present proven record in conducting gender development related research
    2) Competence in leading women empowerment strategic processes, including research, policy formulation and advocacy
    3) Be familiar with government financial management and revenue generation system of Sierra Leone
    4) Be familiar with SDGs implementation and financing processes and how this interface with

---

SLE/ICPN/2021/003: **National Consultant**, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
5) Possesses strong skills in gender related data collection, analysis, and reporting

6) Demonstrable skills in using social media tools and methodology to understand the key factors impeding the growth of the informal sector to the formal sector and challenges in accessing finance Institutions

7) Clear skills in facilitating community discussions and research to understanding the key factors

2. H. Required Qualification and Experience

<table>
<thead>
<tr>
<th>Education:</th>
<th>Doctor of Philosophy in Development Gender, Economics.</th>
</tr>
</thead>
</table>
| Experience: | • At least Seven (5) years’ working experience with a focus on development evaluation and in particular undertaking research.
• Experience of conducting baseline surveys.
• Excellent understanding and experience of the current environment of Economic context in Sierra Leone.
• Prior experience within the United Nations is desirable but not a requirement. |
| Language Requirements: | Excellent verbal and written communication and presentation skills, and has extensive experience in writing UN reports. |

I. Scope of Price Proposal and Schedule of Payments

Consultant must send a financial proposal based on the lump sum amount.

The total amount quoted shall be all-inclusive and include all costs components required to perform the deliverables identified in the TOR, including professional fee, travel costs, living a lowance (if any work is to be done outside the IC’s duty station) and any other applicable cost to be incurred by the IC in completing the assignment. The contract price will be fixed output-based price regardless of extension of the herein specified duration. Payments will be done upon completion of the deliverables/outputs and as per below percentages:

<table>
<thead>
<tr>
<th>Deliverables/Outputs</th>
<th>Estimated Duration to Complete</th>
<th>Target Due Dates</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>First payment of 20% shall be made upon successful receipt of a work plan including the guided questions and data collection forms for conducting the</td>
<td>1 week</td>
<td>2021-05-21</td>
<td>20%</td>
</tr>
</tbody>
</table>

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
| study, and ethical clearance certification. | Three weeks | 2021-06-04 | 40% |
| Second payment at 40% shall be made upon satisfactory receipt of a draft report and a presentation of the key findings. | | | |
| Third (final) payment of 40% shall be made upon satisfactory receipt of a final report | Two weeks & 3 days | 2021-06-21 | 40% |

**J. Submission of Application**

Qualified applicants are required to submit both technical and financial proposals through the link provided.

**Technical proposal comprising of the following:**

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP.
- Personal CV or P11, indicating all experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references.
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 2 page) for how you will approach and complete the assignment.

**Financial proposal:** Financial proposals are expected to be realistic indicating the all-inclusive fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head Procurement.

**K. Criteria for Selection of the Best Offer**

**Cumulative Assessment**

The award of the contract shall be made to the individual consultant whose offer has been evaluated and determined as a) responsive/compliant/acceptable; and b) having received the highest score out of set of weighted technical criteria (70%). and financial criteria (30%). Financial score shall be computed as a ratio of the proposal being evaluated and the lowest priced proposal received by UNDP for the assignment.

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%.

**Criteria to be used for rating the qualifications and methodology**

**Technical evaluation criteria (total 70 points)**

- Criteria 1 Relevance of Education – Doctor of Philosophy in Development Gender -Max 5 points
- Criteria 2 Experience in doing research related to gender and economics and research, - Max 15 Points

SLE/ICPN/2021/003: **National Consultant**, Consultancy to do a study on enablers and drivers of Women's participation in revenue mobilization.
- Criteria 3: Relevance of experience in policy analysis, qualitative & quantitative study, and design of policy brief – Max 20 points
- Criteria 4: Relevance of experience in using gender research tools and approaches to Gender Planning and Analysis, methodology to assignment – Max 20 points
- Criteria 5: Relevance of experience of diversity, intersectionality in research methodology and approach – Max 10 Points

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

**Financial evaluation (total 30 points)**

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

**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.**
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 subcontractors 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.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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 Contra
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.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's participation in revenue mobilization.
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:

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's participation in revenue mobilization.
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

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women’s participation in revenue mobilization.
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.

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's
participation in revenue mobilization.
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

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's participation in revenue mobilization.
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.

1 https://opendocs.ids.ac.uk/opendocs/bitstream/handle/20.500.12413/14172/ICTD_RiB_29_Online.pdf.
2 https://www.ilo.org/infostories/en-GB/Stories/Employment/barriers-women#global-gap
3 https://opendocs.ids.ac.uk/opendocs/bitstream/handle/20.500.12413/14172/ICTD_RiB_29_Online.pdf.
4 https://www.ilo.org/infostories/en-GB/Stories/Employment/barriers-women#global-gap

SLE/ICPN/2021/003: National Consultant, Consultancy to do a study on enablers and drivers of Women's
colorization in revenue mobilization.