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ADVERTIZEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

**National Consultant: Strengthening Women's capacities for enhanced engagement & participation
(IC – National).**

Date: June 30, 2022

Procurement Notice No.: SLE/ICPN/GOV/2022/008

Country: Sierra Leone

Description of the assignment: National Consultant, Strengthening Women's capacities for enhanced engagement & participation

Project Name: Strengthening Democratic Institutions

Period of Assignment: 3 Months

Sealed Proposal must 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 1:00pm Sierra Leone time (17:00 hours), on Friday July 15, 2022.

Please send your queries to vendors.sle@undp.org which will be answered within 48 hours through the UNDP Procurement website <https://procurement-notice.undp.org/> / <https://jobs.undp.org> accessible to all potential vendors.

Please ensure that your proposals (Technical and Financial) in separate sealed envelopes and placed in one big enveloped also sealed, reached UNDP Reception Area or the designated email: procure.sle@undp.org on or before the deadline. For proposals submitted in hardcopy, please register your submission, indicating among other things, the name of the Consultant submitting proposals, the name and telephone number of the bearer submitting the proposal at Receptionist Desk and further ensure you deposits the envelop into the Tender Box located at the Reception Area.

1. BACKGROUND AND OBJECTIVES

Sierra Leone has held democratic elections between 1996 and 2018 marking the successful transfer of power from one regime to another. Women's representation in elected office or other sectors of public life remains a challenge with about 13% of women in Parliament, 18% of local councillors and 6.6% of Paramount chiefs; no female flag bearer candidate has been put forward by a major political party. Women constitute more than 50% of the population and are quite active in political party campaigns but not as candidates. At local governance levels including chieftdom leadership, women's contribution hardly results in a female-led local leadership. With low levels of representation, women's access to resources is minimised and this further excludes them from participation and consequently reduces the chance of getting into leadership. The Government of Sierra Leone, adopted the Gender Equality and Women's Empowerment Policy in 2020, and commenced the development of the Gender Bill in 2021. The Bill aims to address structural barriers by legislating a quota threshold for women's inclusion in elected office, other public offices and private sectors.

Commonly held views on the rationale for low women representation in leadership positions are that literacy levels, economic mean, confidence and capacities are lower in women than their male counterparts; 60% of girls are married off before the age of 18. Acquisition of soft skills such as public speaking and debate, granting interviews, etc. are further limited. UNDP through the 2019 Funding Window Project, "Improving Women's political participation in Parliament and Local Councils," supported the development of a mentoring guide aimed at engaging and mentoring adolescent girls for potential leadership positions: before this time, mentoring of girls has been done on ad-hoc basis. In collaboration with the Parliamentary Female Caucus, the 50/50 Group and Center for Good Governance (CGG). The Mentorship Guide pre-tested in 6 pilot districts between 2020 and 2021. Efforts to address these issues have been hampered by limited knowledge of the governance architecture and resources available for them, weak leadership capacity, and weak agency to articulate and challenge the structural norms impeding their access. A study conducted by UNDP has indicated limited decision-making power and influence of women at household, community and at national level.

With national and local government elections scheduled for June 2023, demand for intensified interventions for strengthening women's capacities to engage and possibly present themselves forward for various political candidature is on the rise. UNDP is partnering with the Ministry of Gender and Children's Affairs to advocate for greater women's representation in elected local governance and capacitate potential female candidates to compete for elected office. This assignment aims to build on previous interventions and capacitate potential women candidates with required skills to compete for public office at local and national levels. In view of the above, UNDP seeks to contract the services of a Civil Society Organization (CSO) grounded in women and girls' mentorship programmes to work with and engage/capacitate 120 women including young women in 3 of the area-based districts of **Falaba, Kambia, and Pujehun.**

Purpose and Objectives

- To work with community groups, local councils and local women networks to identify young women

interested in competing for local elective office

- To facilitate engagement and advocacy for more women in elected local governance structures
- To assess the capacity gaps of the identified young women/potential candidates for mentoring and capacity strengthening to compete and engage in electoral processes
- To develop a capacity strengthening plan in a participatory manner
- To conduct capacity strengthening interventions using models that meet the needs of the recipients to enable them to participate in political platforms and processes,
- To provide platforms and facilitate peer learning exchanges between potential female candidates and experienced candidates/women leaders
- To document human impact stories for the cohort of potential women candidates.

2. SCOPE OF WORK

- Engage with community groups and women's networks, among others, to identify potential beneficiaries
- Develop multi-tiered methodology for the needs assessment and capacity strengthening implementation.
- Develop an inception report on agreed methodology, participants selection processes and working timetable for implementation.
- Conduct capacity strengthening and submit report on the process
- Engage beneficiaries in the 3 project districts for three months
- Conduct evaluation of the mentorship programme and submit report to UNDP

Expected Outputs and Deliverables

The consulting team Lead will work under the direct supervision of UNDP SDI Programme Specialist and her team. The Consulting team/CSO lead is directly responsible to Programme Specialist for all the relevant documents, presentations and outputs delivered by the consulting team. He/she will keep UNDP and Gender updated monthly on the progress made.

1. 120 women including young women in the Target districts have capacity to compete for symbols in order to participate in the 2023 local government and parliamentary elections
2. 3 Strong network of community women's groups strengthened to lobby (and engage) political parties for increased women's participation

Deliverables/ Outputs	Estimated Duration to	Target Due Dates	Review and Approvals Required (<i>Indicate designation</i>
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	Complete		<i>of person who will review output and confirm acceptance)</i>
An inception report detailing consultation with community groups and women's networks, roll out plan, methodology and beneficiary selection processes	5 days	TBC	GOV TL
Report on capacity strengthening and peer learning exchange	25 days	TBC	GOV TL
End of activity report including at least three human impact stories	10 days	TBC	GOV TL

3. DURATION OF THE WORK

The expected duration of work to be performed is One hundred and twenty calendar days (120). Work is expected to commence on 25th July 2022 and end on 25th October 2022 upon satisfactory completion of deliverables/outputs, but not later than 30th October 2022.

4. Duty Station

Prospective consultant/CSO with active presence in minimum two of the three target districts will have added advantage in addition to the requirements already stated.

5. 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 favouritism

Functional Competencies

- Proven experience of working with women's groups in advancing equal participation in electoral process
- Excellent understanding of the electoral cycle and landscape to support women's engagement
- Proven experience in working with different women's groups in Sierra Leone and being apolitical
- Excellent training skills appropriate for different age and academic backgrounds and campaign experience

- Clear methodology and approach in engaging women and women's groups
- Mentoring Knowledge and experience
- Excellent writing and communication skills (verbal and written), including the ability to conduct presentations by clearly formulating positions on issues, articulating options concisely conveying maximum necessary information, making and defending.
- Strong analytical and reporting skills, and experience in presenting complex technical information in an easily comprehensible way

Required Qualification and Experience

Education:	<ul style="list-style-type: none"> • Team Lead should have advanced university degree in Law, Gender studies, Human Rights, Development Studies or Population Studies.
Experience:	<ul style="list-style-type: none"> • Minimum of seven (7) years of relevant experience in the development and/or review of laws, policies and strategic plans. • Experience in developing tools and facilitating mentorship process and evaluating for effectiveness. • Ability to facilitate platforms for advocacy, peer learning and communication between beneficiaries and stakeholders. • Experience in developing PowerPoint presentations, training methodologies and facilitation of large and small groups • Demonstrated experience in working with a variety of stakeholders • Understanding of basic gender concepts and principles, skills, experience and commitment • Strong writing and oral communications skills • Prior experience within the United Nations is desirable but not a requirement
Language Requirements:	<ul style="list-style-type: none"> • Strong ability to communicate clearly in written and spoken English.

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6. Application Procedure

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 for 3 lead staff, indicating all past 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 the CSO group should be considered as the most suitable for the assignment, and a methodology (max. 2 page) of approach to the complete 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.

7. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS¹

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; ([P11 form²](#));

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 including 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 “**Strengthening Women’s capacities for enhanced engagement & participation** : 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 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

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

² http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

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. Scope of price proposal and schedule of payments

The individual contractor will receive a lump sum amount as consideration for the satisfactory performance of services and certified by the SDI Portfolio Manager and Governance Team Lead. Payment for services will be done in tranches contingent upon the achievement of each deliverable or output according to the scheduled below.

Payment Schedule

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Payment
An inception report detailing consultation with community groups and women's networks, roll out plan, methodology and beneficiary selection processes	5 days	TBC	20%
Report of the output of the capacity strengthening and peer learning exchange	25 days	TBC	40%
End of activity report including human impact stories	60 days	TBC	40%

9. EVALUATION CRITERIA

Offers received will be evaluated using a combined scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [25 marks].
- Demonstrated experience in similar work of developing knowledge products, gender analysis and strong experience in women's empowerment within Sierra Leone. [45 marks].

- Experience in developing and delivering training programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [30 marks].

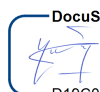
Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

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.

DocuSigned by:



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Sayed Sahibzada
Deputy Resident Representative

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITION

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UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE



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Basic Information	
Title	Strengthening Women's capacities for enhanced engagement & participation
Department/Unit	Inclusive Democratic Governance Cluster
Supervisor	Portfolio Manager
Duration	Three (3) Months
Type of Contract	National Consultancy
Location	Freetown
Application deadline	15 July 2022
▪ A. Project Title	Strengthening Democratic Institutions
▪ B. Project Description	
Background <p>Sierra Leone has held democratic elections between 1996 and 2018 marking the successful transfer of power from one regime to another. Women's representation in elected office or other sectors of public life remains a challenge with about 13% of women in Parliament, 18% of local councillors and 6.6% of Paramount chiefs; no female flag bearer candidate has been put forward by a major political party. Women constitute more than 50% of the population and are quite active in political party campaigns but not as candidates. At local governance levels including chiefdom leadership, women's contribution hardly results in a female-led local leadership. With low levels of representation, women's access to resources is minimised and this further excludes them from participation and consequently reduces the chance of getting into leadership. The Government of Sierra Leone, adopted the Gender Equality and Women's Empowerment Policy in 2020, and commenced the development of the Gender Bill in 2021. The Bill aims to address structural barriers by legislating a quota threshold for women's inclusion in elected office, other public offices and private sectors.</p> <p>Commonly held views on the rationale for low women representation in leadership positions are that literacy levels, economic mean, confidence and capacities are lower in women than their male counterparts; 60% of girls are married off before the age of 18. Acquisition of soft skills such as public speaking and debate, granting interviews, etc. are further limited. UNDP through the 2019 Funding Window Project, "Improving Women's political participation in Parliament and Local Councils," supported the development of a mentoring</p>	

guide aimed at engaging and mentoring adolescent girls for potential leadership positions: before this time, mentoring of girls has been done on ad-hoc basis. In collaboration with the Parliamentary Female Caucus, the 50/50 Group and Center for Good Governance (CGG). The Mentorship Guide pre-tested in 6 pilot districts between 2020 and 2021.

Efforts to address these issues have been hampered by limited knowledge of the governance architecture and resources available for them, weak leadership capacity, and weak agency to articulate and challenge the structural norms impeding their access. A study conducted by UNDP has indicated limited decision-making power and influence of women at household, community and at national level.

With national and local government elections scheduled for June 2023, demand for intensified interventions for strengthening women's capacities to engage and possibly present themselves forward for various political candidature is on the rise. UNDP is partnering with the Ministry of Gender and Children's Affairs to advocate for greater women's representation in elected local governance and capacitate potential female candidates to compete for elected office. This assignment aims to build on previous interventions and capacitate potential women candidates with required skills to compete for public office at local and national levels. In view of the above, UNDP seeks to contract the services of a Civil Society Organization (CSO) grounded in women and girls' mentorship programmes to work with and engage/capacitate 120 women including young women in 3 of the area-based districts of **Falaba, Kambia, and Pujehun**.

Purpose and Objectives

1. To work with community groups, local councils and local women networks to identify young women interested in competing for local elective office
2. To facilitate engagement and advocacy for more women in elected local governance structures
3. To assess the capacity gaps of the identified young women/potential candidates for mentoring and capacity strengthening to compete and engage in electoral processes
4. To develop a capacity strengthening plan in a participatory manner
5. To conduct capacity strengthening interventions using models that meet the needs of the recipients to enable them to participate in political platforms and processes,
6. To provide platforms and facilitate peer learning exchanges between potential female candidates and experienced candidates/women leaders
7. To document human impact stories for the cohort of potential women candidates

■ C. Scope of work

C. Methodology and scope of work:

1. Engage with community groups and women's networks, among others, to identify potential

beneficiaries 2. Develop multi-tiered methodology for the needs assessment and capacity strengthening implementation. 3. Develop an inception report on agreed methodology, participants selection processes and working timetable for implementation. 4. Conduct capacity strengthening and submit report on the process 5. Engage beneficiaries in the 3 project districts for three months 6. Conduct evaluation of the mentorship programme and submit report to UNDP			
D. Expected Outputs and Deliverables			
1. 120 women including young women in the Target districts have capacity to compete for symbols in order to participate in the 2023 local government and parliamentary elections 2. 3 Strong network of community women's groups strengthened to lobby (and engage) political parties for increased women's participation			
Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required <i>(Indicate designation of person who will review output and confirm acceptance)</i>
An inception report detailing consultation with community groups and women's networks, roll out plan, methodology and beneficiary selection processes	5 days	TBC	GOV TL
Report on capacity strengthening and peer learning exchange	25 days	TBC	GOV TL
End of activity report including at least three human impact stories	10 days	TBC	GOV TL
E. Institutional Arrangement			
The consulting team Lead will work under the direct supervision of UNDP SDI Programme Specialist and her team. The Consulting team/CSO lead is directly responsible to Programme Specialist for all the relevant documents, presentations and outputs delivered by the consulting team. He/she will keep UNDP and Gender updated monthly on the progress made.			
F. Duration of the Work			
The expected duration of work to be performed is One hundred and twenty calendar days (120). Work is expected to commence on 25 th July 2022 and end on 25 th October 2022 upon satisfactory completion of deliverables/outputs, but not later than 30 th October 2022.			

▪ G. Duty Station	
Prospective consultant/CSO with active presence in minimum two of the three target districts will have added advantage in addition to the requirements already stated.	
▪ H. Skills and Competencies	
Core Competencies <ul style="list-style-type: none"> ▪ 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 favouritism 	
Functional Competencies <ul style="list-style-type: none"> ▪ Proven experience of working with women's groups in advancing equal participation in electoral process ▪ Excellent understanding of the electoral cycle and landscape to support women's engagement ▪ Proven experience in working with different women's groups in Sierra Leone and being apolitical ▪ Excellent training skills appropriate for different age and academic backgrounds and campaign experience ▪ Clear methodology and approach in engaging women and women's groups ▪ Mentoring Knowledge and experience ▪ Excellent writing and communication skills (verbal and written), including the ability to conduct presentations by clearly formulating positions on issues, articulating options concisely conveying maximum necessary information, making and defending. ▪ Strong analytical and reporting skills, and experience in presenting complex technical information in an easily comprehensible way 	
▪ I. Required Qualification and Experience	
Education:	Team Lead should have advanced university degree in Law, Gender studies, Human Rights, Development Studies or Population Studies.
Experience:	<ul style="list-style-type: none"> ▪ Minimum of seven (7) years of relevant experience in the development and/or review of laws, policies and strategic plans. ▪ Experience in developing tools and facilitating mentorship process and evaluating for effectiveness. ▪ Ability to facilitate platforms for advocacy, peer learning and communication between beneficiaries and stakeholders. ▪ Experience in developing PowerPoint presentations, training methodologies and

	facilitation of large and small groups <ul style="list-style-type: none"> ▪ Demonstrated experience in working with a variety of stakeholders ▪ Understanding of basic gender concepts and principles, skills, experience and commitment ▪ Strong writing and oral communications skills ▪ Prior experience within the United Nations is desirable but not a requirement.
Language Requirements:	Strong ability to communicate clearly in written and spoken English.

I. Scope of Price Proposal and Schedule of Payments

The individual contactor will receive a lump sum amount as consideration for the satisfactory performance of services and certified by the SDI Portfolio Manager and Governance Team Lead. Payment for services will be done in tranches contingent upon the achievement of each deliverable or output according to the scheduled below.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Payment
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Report of the output of the capacity strengthening and peer learning exchange	25 days	TBC	40%
End of activity report including human impact stories	60 days	TBC	30%

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 P11for 3 lead staff, indicating all past 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 the CSO group should be considered as the most suitable for

the assignment, and a methodology (max. 2 page) of approach to the complete 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

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)

- Proposed methodology of approach to the consultancy [25 marks].
- Demonstrated experience in similar work of developing knowledge products, gender analysis and strong experience in women's empowerment within Sierra Leone. [45 marks].
- Experience in developing and delivering training programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [30 marks].

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.



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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 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.

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.