ADVERTIZEMENT
INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: SDG Investor Map

(IC – National).

Date: July 27, 2022

Procurement Notice No.: SLE/ICPN/SAU/2022/009

Country: Sierra Leone

Description of the assignment: National Consultant, SDG Investor Map

Project Name: Effective Aid Coordination and Implementation of SDG in Sierra Leone

Period of Assignment: 75 Working Day (Span into 7 Months)

Applicants are requested to apply online at https://jobs.undp.org no later than 5:00pm Sierra Leone time (17:00 hours), on Wednesday August 10, 2022.

Please send your queries to vendors.sle@undp.org which will be answered within 48 hours through the UNDP Jobs website https://jobs.undp.org accessible to all potential vendors.
1. BACKGROUND AND OBJECTIVES

At a time of unprecedented global challenges, sustainable finance is a driving force for social and economic resilience. Public and private finance are essential for recovery from the COVID-19 pandemic, and from the wide-ranging effects on the achievements of the SDGs. Rallying private sector participation and strengthening private and public sector networks for achieving sustainable and inclusive economic growth take on new urgency. National resource mobilization and increased commitments from private investors and enterprises will be needed for recovery, while maintaining progress towards the achievement of the Sustainable Development Goals (SDGs) by 2030. In order to achieve transformational changes in health, climate, energy, environment, finance, education, agriculture, gender equality, and the eradication of poverty in all its forms, greater private sector engagement and investments are critically needed.

In this context and in response to this need, the United Nations Development Program (UNDP) developed the SDG Impact as a Sustainable Finance Hub (SFH) flagship initiative to empower investors with clarity, insights and tools to achieve the SDGs. SDG Impact aims to provide investors, businesses and others with unified standards, tools, and services required to authenticate their contributions to advance the SDGs and to identify SDG investment opportunities in emerging economies and developing countries. In this context, the SDG Impact introduced an impact intelligence tool - the SDG Investor Maps – to be produced by UNDP Country Offices as a dynamic tool containing a range of market-specific investment opportunities for SDG-aligned capital deployment.

Government of Sierra Leone in collaboration with UNDP is implementing a joint programme on recommendations of the Sierra Leone Integrated Financial Framework Report, to promote integrated planning and financing for sustainable development, to accelerate attainment of the SDGs and middle level income status by 2035. Through this Programme, the Government of Sierra Leone is expected to establish a functional and sustainable integrated planning and Public Financial Management ecosystem that contributes to accelerated achievement of the SDGs targets and the National development priorities as defined in the MTNDP. Specifically, the joint Programme supports the Government of Sierra Leone to achieve a private sector-led economic growth and employment creation, by facilitating creation of conducive policy environment, strengthening PFM processes, providing platforms for dialogue and generating evidence for private–public collaboration. The specific objectives of the joint program are: (i) development of integrated financial and planning systems for implementation of development agenda; (ii) strengthening public financial management processes to ensure budget effectiveness and efficiency; and (iii) promoting private-public partnerships and collaborations in the context of the national development Plan and SDGs.

At present the Government of Sierra Leone is piloting the Integrated National Financing Framework (INFF) and developing internal capacities to ensure SDG-aligned integrated planning and financial management processes and policies. The INFF is a holistic and integrated approach to development financing, provided by the Addis Ababa Action Agenda on financing for development to help countries strengthen planning processes and overcome existing impediments to financing sustainable development and SDGs at the country level. The INFF provides a layout of a full range of financing sources – domestic and international sources of both public and
private finance – and allows countries to implement strategies to increase investment, manage risks and achieve sustainable development priorities, as identified in a country’s national sustainable development strategy.

The present SDG Investor Map initiative will contribute to the expansion of the current INFF initiative by providing comprehensive market intelligence across priority sectors where development needs and policy priorities overlap and private capital can make a difference to people and planet. This will help determine the investment themes that could benefit from private sector investment flows to generate development outcomes. The SDG Investor Map will strengthen the Assessment and Diagnostics Pillar of the INFF by providing new insights into the financial landscape and information on business opportunities to attract and maintain private investors towards the emerging priorities from the global “cost of living crisis” (agriculture and agribusiness, energy and finance) through Public-Private partnerships. This follows the Joint SDG Fund’s spirit, as it will make it possible to identify business models and deploy innovative financing instruments to increase the flow of resources available and advance SDG and national development priorities.

The INFF was informed in 2019 by Development Finance Assessment commissioned by UNDP for the government of Sierra Leone. The DFA was an inception tool for the INFF process which provides a broader picture of the development finance landscape and identifies related shortcomings and opportunities to inform enhancement of development finance and strategies for delivery of long-term development results in the country. In that regard, the DFA Sierra Leone has assessed the government’s existing financing strategies, policies and institutional structures and identified specific roles and responsibilities of key stakeholders for implementation of the DFA recommendations (INFF road map). The DFA has identified challenges in Mobilisation and management of public financial sources which include over-reliance in traditional and unsustainable sources of development finance such as limited private sector participation, resulting from lack of incentives to encourage private investment and financing flows towards national development priorities and the SDGs. These challenges to development financing have resulted in a financing gap, which the MTNDP financing strategy estimates a shortfall of $1.55 billion throughout the MTNDP implementation period. The situation has been worsened by the COVID-19 pandemic and the increase in oil prices and the government needs to implement deliberate strategies to ensure mobilization of alternative sources of development finance, specifically private capital. The entire process aims to facilitate private investments in the key sectors for economic growth and sustainable job creation and match those with related public investments to improve productivity in the productive sectors.

The overall exercise will be a collaborative work between Government, led by the Ministry of Planning and Economic Development (MoPED), UNDP, private sector networks and partners. The process is intended to identify investment opportunities and determine the conditions for promoting private investments for mobilizing development financing.

Rationale

The Government of Sierra Leone is implementing the INFF and developed internal capacities to ensure SDG-aligned integrated planning and financial management processes and policies to accelerate attainment of the
national development plan.

The DFA supports the decision of Government to diversify development finance sources and in turn, spur economic growth and unlock employment opportunities through Mobilisation of private investment. However, Sierra Leone has a relatively small private sector complement, with almost 80 percent SMMEs and the rest being state-owned enterprises, financial sector, foreign-owned retail chain stores and communication companies. Private sector investment is estimated at about 10 percent of GDP. Prevalent private sector activities include in wholesale and retail (10.1%), agriculture (15.2%), tourism (0.9%) and services (11.8%). The sector is dominated by the MSMEs, operating informally and as sole entities, and providing employment to more than 120,000 people. The sector is highly fragmented, with limited mechanism for engagement and advocacy.

In this context, the Government of Sierra Leone will need to develop new mechanisms for mobilizing sustainable development financing and building internal capacities to attract private and international private sector investments to deliver on the objectives of the national development and the SDGs. As a contribution to the INFFs, and building on the existing DFA, undertaking the SDG Investor Map is recommended to determine investment opportunities that address development challenges and offer a starting point for private sector due diligence. The Sierra Leone SDG Investor Map will contribute to mapping investment opportunities with the potential to support national development objectives, promote private sector-led economic growth and employment creation, enable the government to create a conducive environment for private sector participation and develop Public and Private Partnerships.

**Objectives**

The Ministry of Planning and Economic Development (MoPED) with assistance from UNDP aims to develop the Sierra Leone SDG Investor Map to enable private sector participation and investment in delivering national priorities and the SDGs. Specific objectives of the study are the following:

- Identify opportunities for investment across different sectors to mobilize targeted private actors to meet development priorities and the SDGs.
- Utilize the established market intelligence to achieve SDG enabling capital deployment and ensure inclusive private sector participation and collaboration.

## 2. SCOPE OF WORK

The work will be an iterative research-intensive process with close interaction and cooperation with multiple public and private sector stakeholders. The SDG Investor Map process entails undertaking secondary data research (on existing development needs, policy priorities, and market opportunities) and conducting in-depth consultations with public and private sector stakeholders to verify findings and contribute new insights in line with steps defined in the SDG Investor Map Handbook. The process follows an 8-step process outlined in the Handbook, which filters down from national priorities based on sectors, subsectors, and districts. The data will then be analyzed to distil Investment Opportunity Areas (IOAs) and data-backed business models. The
standard SDG Investor Map steps are:

- Collect information on national sustainable development needs and policy priorities
- Synthesize needs and policies into a set of national priority sectors
- For each sector, collect information on sectoral SDG needs and sectoral investment policies
- Synthesize needs and policies into a set of priority subsectors
- Identify the subregions most aligned to each subsector
- Synthesize information into a set of priority subregions
- With this context, identify potential business models that could tackle sub-sectoral and subregional SDG needs whilst capitalizing on policy and investment momentum
- For each business model, add a range of supporting information that can help investors to perform due diligence and eventually shape impactful deals.

The findings of the SDG Investor Map will be synthesized in an Excel template and uploaded into the SDG Investor Platform where investors can search for the market intelligence on investment opportunities in the Country. Prospective applicants are encouraged to review the SDG Investor Map methodology and study in-depth the results from other countries’ SDG Investor Maps to appreciate the methodology, approach, process and final results prior to submitting the application, which must firmly build on the global methodology.

Overall, building on the findings of the INFF approach and other previous efforts, the key responsibilities of the consultant team, composed of an International Lead Consultant and a National Consultant, are:

- Conduct the research and synthesis of the SDG Investor Map according the 8-step methodology in the SDG Investor Map Handbook and propose a specific methodology for the rapid assessment of private sector capacities, building on the below direction
- Contribute to identify key documents and data sources
- Organize and conduct interviews and consultations with public sector stakeholders
- Organize and conduct interviews and consultations with private sector for fact-finding and to verify findings
- Identify a long- and shortlist of Investment Opportunity Areas (IOAs) through co-organizing and co-leading the workshops required in steps 7-8 of the SDG Investor Map Handbook
- Facilitate and produce the SDG Investor Map Excel spreadsheet with comprehensive data points that will eventually be uploaded to the SDG Investor Platform
- Produce the final narrative report on the Sierra Leone SDG Investor Map and the integrated rapid assessment on private sector capabilities.
The specific responsibilities of the National Consultant are as follows. He / she will work together and under the guidance of an International Lead Consultant:

- Under the guidance of the International Lead Consultant, undertake in-depth analysis of public and donor development statistics (e.g., human development databases, ease-of-doing-business data, private investment flows) at subsector and subregion levels.

- Support the International Lead Consultant in key desk research activities (e.g., reviewing national, subnational, and ministerial development plans; and assessing investment promotion strategies).

- Support the International Lead Consultant in consultation with UNDP to prepare investor interviews and consultations (e.g., shaping interviewee longlist and performing background research on interviewees).

- Support the International Lead Consultant in undertaking structured interviews and carrying out consultations with national, regional and international investors to deepen learnings from desk research and collect relevant data.

- Support the collation of insights from multiple research sources into a master document, ensuring that data collected is of comparable breadth and depth (testing for the mutual exclusiveness of datapoints).

### Expected Outputs and Deliverables

The consulting team Lead will work under the direct supervision of UNDP Economic Advisor, UNDP Sustainable Finance Hub (ASFH)/SDG Impact and MoPED. The consultant will be engaged by UNDP and accountable to the UNDP Economics Advisor.

<table>
<thead>
<tr>
<th>Expected Output</th>
<th>Duration</th>
<th>Target Dates</th>
<th>Responsible for review</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Inception report</strong>: Application of SDG Investor Map methodology to Sierra Leone, including timelines. The inception report also includes a proposed approach and structure of the SDG Investor Map narrative report, building on examples of other countries.</td>
<td>5 days</td>
<td>TBD</td>
<td>MoPED / UNDP</td>
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<tr>
<td><strong>2. Summaries of research after steps 2, 4, 6 of the SDG Investor Map methodology</strong> with a clear rationale for prioritising sectors, subsectors and subregions, including conducted consultations, gender and marginalisation considerations and detailed summaries of “white spaces”.</td>
<td>25 days</td>
<td>TBD</td>
<td>MoPED / UNDP</td>
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<tr>
<td><strong>3. Summaries of research after steps 7 and 8 of the SDG Investor Map methodology</strong></td>
<td>25 days</td>
<td>TBD</td>
<td>MoPED / UNDP</td>
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</tbody>
</table>

with a clear summary of longlisted and shortlisted IOAs, including gender and marginalisation considerations, as well as conducted consultations and validations (list of stakeholders and overview of inputs received).

<table>
<thead>
<tr>
<th>4. Sierra Leone SDG Investor Map final completed results: Spreadsheet with validated IOAs and data points with the required depth and comprehensiveness as stipulated in the global methodology, including complete reference list and at least two rounds of quality assurance/feedback Core team with support from SDG Impact.</th>
<th>10 days</th>
<th>TBD</th>
<th>MoPED / UNDP</th>
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<tbody>
<tr>
<td>5. Narrative, visual summary report and PWT presentation of prioritised sectors, subsectors and regions as well as identified investment opportunities for the SDG Investor Map, including spotlighting of relevant actors through case studies and discussion of policy and regulatory opportunities.</td>
<td>10 days</td>
<td>MoPED</td>
<td>MoPED / UNDP</td>
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3. INSTITUTIONAL ARRANGEMENTS AND TECHNICAL SUPPORT

- The consultant will be engaged by UNDP and accountable to the UNDP Economics Advisor
- The successful consultant will work under the close and joint technical supervision from UNDP, UNDP African Sustainable Finance Hub (ASFH) / SDG Impact and MoPED
- The consultant will report to the core team for day-to-day supervision and management of this assignment. He/she will also be expected to actively liaise with other relevant stakeholders as may be relevant.
- MoPED will establish the steering committee for SDG Investor Map – the INFF technical committee will be customized to take up the role.
- MoPED will provide and facilitate access to relevant reference document as may be required in this assignment
- Reports shall be submitted to the core team (UNDP and MoPED). A period of 10 days must be allowed for review of submitted written outputs.

• The consultant with help from the core team and ASFH / SDG Impact, will take responsibility for setting up and facilitation meetings, including consultation and validation sessions.

• Both in person and virtual tools may be used for stakeholder engagement and collection of information.

• The consultant must have own facilities including computers and facilitate own access to internet, transport and organize own logistical arrangements as necessary. UNDP will provide the necessary office space and transport to consultation meetings and workshops

4. DURATION OF THE WORK AND DUTY STATION

The development of the SDG Investor Map will span over a period of 7 months. The National Consultant is expected to invest 75 working days. The assignment will be carried out both physically and on virtual platforms. The National Consultant is expected to work from Freetown.

5. QUALIFICATIONS AND EXPERIENCE

The National Consultant must the requisite, proven experience and capacity to undertake similar or relevant activities linked to investment mapping or research in related field in the private sector, including with a focus on impact consideration of potential investment opportunities in Sierra Leone.

Specifically, he/she must possess the following qualifications and competencies:

<table>
<thead>
<tr>
<th>Education:</th>
<th>Master’s degree in the field of Statistics, Finance, Economics, Business studies or other relevant fields (PhD will be added advantage)</th>
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<tbody>
<tr>
<td>Experience:</td>
<td>Knowledge of the SDGs and of different approaches driven by the UNDS to accelerate private sector participation in the 2030 Agenda, especially in Lesotho and the region.</td>
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<td></td>
<td>Knowledge of market context, business developments, national development needs, and economic and political priorities in Sierra Leone and the region.</td>
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<td>Familiarity with mixed methods research, particularly the navigation of statistical databases.</td>
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<td>3-5 years of experience in strategy consulting and/or economic research, with a focus on Sierra Leone.</td>
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<td></td>
<td>Experience in the analysis and review of technical and legal documents such as policy documents and/or legal contracts; international agreements and conventions; economic and business-related reports and performance indicators; and</td>
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<tr>
<td></td>
<td>Experience in liaising with public and private sector stakeholders and organizing and facilitating public and private sector stakeholder dialogue activities (workshops, round-table, discussions, etc.)</td>
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<td></td>
<td>Experience of working with international development agencies (donor and financial organizations, etc.)</td>
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<td>Experience with the Sierra Leone Government and investor context would be an advantage.</td>
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<td><strong>Language Requirements:</strong></td>
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<td>Excellent command of English language (written &amp; oral)</td>
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</tbody>
</table>

## F. Competencies

### Corporate:
- Demonstrates integrity and fairness, by modelling the UN/UNDP’s values and ethical standards;
- Promotes the vision, mission and strategic goals of the UN and UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

### Functional:
- Strong local networks: within the financial and corporate industries (banks, non-bank financial institutions, impact funds, HNWI, relevant philanthropies, development finance institutions), with relevant businesses, investment promotion agencies etc.
- Strong ongoing knowledge of market context, of national development needs, and economic/ political priorities
- Knowledge of the SDGs
- Knowledge of the local investment landscape, and close familiarity with needs of global investors
- Expertise in gathering and comprehensively analyzing country-level data as basis for identifying investment opportunities and developing data analytics on market sizing and defining key country hotspots
- Data analysis expertise, ideally with extensive expertise in research and an understanding of statistics
- Excellent advocacy skills relating to finance, business climate.
- Excellent analytical skills
- Ability to facilitate multi-stakeholder sessions
- Ability to navigate sensitive political environments
- Strong communication skills, including ability to produce high quality practical advisory reports and knowledge products

### Client Orientation and Communication
- Strong oral and written communication skills;
- Excellent interpersonal and networking skills and the ability to establish and maintain effective working relations;
- Supports and encourages open communication and responds positively to critical feedback and differing points of view;
- Facilitating and encouraging open communication in the team, communicating effectively
- Ability to work in a multi-cultural environment and to communicate sensitively across
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, indicating 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.
- Brief description of why the individual considers him/herself as the most suitable for the assignment, and a methodology, on how they will approach and complete the assignment.
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided. If an Offeror is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the Offeror must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

For any further clarification, you may contact the Head Procurement via email at vendors.sle@undp.org

Builds strong relationships with clients and external actors; different constituencies and awareness of political sensitivities;
7. 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; [P11 form]

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 “SDG Investor Map: 4904” or by email at the following address ONLY: procure.sle@undp.org by the deadline 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 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 UNDP Economic Advisor, UNDP Sustainable Finance Hub (ASFH)/SDG Impact and MoPED. Payment for services will be done in tranches contingent upon the achievement of each deliverable or output according to the scheduled below.

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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](https://info.undp.org/global/popp/Pages/default.aspx)

### 9. EVALUATION CRITERIA

Upon the advertisement of the Procurement Notice, qualified individual consultants are expected to submit both the Technical and Financial Proposals. Accordingly, individual consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- 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.

Below is the breakdown of scores for the technical proposal on 100% basis, which will be brought to 70%:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational background: Master’s degree in economics, development, finance, accounting, business administration, data science or related field</td>
<td>10%</td>
<td>10</td>
</tr>
<tr>
<td>3-5 years of professional experience in finance in emerging or low-income markets, sustainable or impact finance, impact investment, private sector engagement, business development in developing countries, investment research, statistics,</td>
<td>35%</td>
<td>35</td>
</tr>
<tr>
<td>Analysis</td>
<td>25%</td>
<td>25</td>
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</tr>
<tr>
<td>Proven experience of leading research on formulating and monitoring of public policies around sustainable finance and carrying out assessment and preparing reports on implementation of sustainable development goals (SDG)</td>
<td></td>
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<tr>
<td>TOTAL</td>
<td>100%</td>
<td>100</td>
</tr>
</tbody>
</table>

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

**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.**

Charles Amponsah  
Deputy Resident Representative (O) a.i

**ANNEX**

**ANNEX 1- TERMS OF REFERENCES (TOR)**

**ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITION**
I. Position Information

**Job Code Title:** National Consultant for Sierra Leone SDG Investor Map  
**Department:** Strategic Advisory Unit  
**Activity:** SDG Investor Map  
**Reports to:** Economic Advisor  
**Timeframe:** July 2022 – February 2023 (7 months with 75 working days)  
**Contract:** National Individual Contract (IC)  
**Start date:** July 2022  
**End date:** February 2023

II. Organizational Context

A. Background

At a time of unprecedented global challenges, sustainable finance is a driving force for social and economic resilience. Public and private finance are essential for recovery from the COVID-19 pandemic, and from the wide-ranging effects on the achievements of the SDGs. Rallying private sector participation and strengthening private and public sector networks for achieving sustainable and inclusive economic growth take on new urgency. National resource mobilization and increased commitments from private investors and enterprises will be needed for recovery, while maintaining progress towards the achievement of the Sustainable Development Goals (SDGs) by 2030. In order to achieve transformational changes in health, climate, energy, environment, finance, education, agriculture, gender equality, and the eradication of poverty in all its forms, greater private sector engagement and investments are critically needed.

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C. Objectives

The Ministry of Planning and Economic Development (MoPED) with assistance from UNDP aims to develop the Sierra Leone SDG Investor Map to enable private sector participation and investment in delivering national priorities and the SDGs. Specific objectives of the study are the following:

- Identify opportunities for investment across different sectors to mobilize targeted private actors to meet development priorities and the SDGs.
- Utilize the established market intelligence to achieve SDG enabling capital deployment and ensure inclusive private sector participation and collaboration.

D. Scope of Work

The work will be an iterative research-intensive process with close interaction and cooperation with multiple public and private sector stakeholders. The SDG Investor Map process entails undertaking secondary data research (on existing development needs, policy priorities, and market opportunities) and conducting in-depth consultations with public and private sector stakeholders to verify findings and contribute new insights in line with steps defined in the SDG Investor Map Handbook. The process follows an 8-step process outlined in the Handbook, which filters down from national priorities based on sectors, subsectors, and districts. The data will then be analyzed to distil Investment Opportunity Areas (IOAs) and data-backed business models. The standard SDG Investor Map steps are:

- Collect information on national sustainable development needs and policy priorities
- Synthesize needs and policies into a set of national priority sectors
- For each sector, collect information on sectoral SDG needs and sectoral investment policies
- Synthesize needs and policies into a set of priority subsectors
- Identify the subregions most aligned to each subsector
- Synthesize information into a set of priority subregions
- With this context, identify potential business models that could tackle sub-sectoral and subregional SDG needs whilst capitalizing on policy and investment momentum
- For each business model, add a range of supporting information that can help investors to perform due diligence and eventually shape impactful deals.

The findings of the SDG Investor Map will be synthesized in an Excel template and uploaded into the SDG Investor Platform where investors can search for the market intelligence on investment opportunities in the Country. Prospective applicants are encouraged to review the SDG Investor Map methodology and study in-depth the results from other countries’ SDG Investor Maps to appreciate the methodology, approach, process and final results prior to submitting the application, which must firmly build on the global methodology.

Overall, building on the findings of the INFF approach and other previous efforts, the key responsibilities of the consultant team, composed of an International Lead Consultant and a National Consultant, are:

- Conduct the research and synthesis of the SDG Investor Map according the 8-step methodology in
the SDG Investor Map Handbook and propose a specific methodology for the rapid assessment of private sector capacities, building on the below direction

- Contribute to identify key documents and data sources
- Organize and conduct interviews and consultations with public sector stakeholders
- Organize and conduct interviews and consultations with private sector for fact-finding and to verify findings
- Identify a long- and shortlist of Investment Opportunity Areas (IOAs) through co-organizing and co-leading the workshops required in steps 7-8 of the SDG Investor Map Handbook
- Facilitate and produce the SDG Investor Map Excel spreadsheet with comprehensive data points that will eventually be uploaded to the SDG Investor Platform
- Produce the final narrative report on the Sierra Leone SDG Investor Map and the integrated rapid assessment on private sector capabilities.

The specific responsibilities of the National Consultant are as follows. He / she will work together and under the guidance of an International Lead Consultant:

- Under the guidance of the International Lead Consultant, undertake in-depth analysis of public and donor development statistics (e.g., human development databases, ease-of-doing-business data, private investment flows) at subsector and subregion levels.
- Support the International Lead Consultant in key desk research activities (e.g., reviewing national, subnational, and ministerial development plans; and assessing investment promotion strategies).
- Support the International Lead Consultant in consultation with UNDP to prepare investor interviews and consultations (e.g., shaping interviewee longlist and performing background research on interviewees).
- Support the International Lead Consultant in undertaking structured interviews and carrying out consultations with national, regional and international investors to deepen learnings from desk research and collect relevant data.
- Support the collation of insights from multiple research sources into a master document, ensuring that data collected is of comparable breadth and depth (testing for the mutual exclusiveness of datapoints).

E. Expected Outputs

The schedule of outputs is expected to be as follows:

<table>
<thead>
<tr>
<th>Expected Output</th>
<th>Duration</th>
<th>Target Dates</th>
<th>Responsible for review</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. <strong>Inception report</strong>: Application of SDG Investor Map methodology to Sierra Leone, including timelines. The inception report also includes a proposed approach and structure of the SDG Investor Map narrative report, building on examples of other countries.</td>
<td>5 days</td>
<td>TBD</td>
<td>MoPED / UNDP</td>
</tr>
<tr>
<td>7. <strong>Summaries of research after steps 2, 4, 6 of the SDG Investor Map methodology</strong> with a clear rationale for prioritising sectors, subsectors and subregions,</td>
<td>25 days</td>
<td>TBD</td>
<td>MoPED / UNDP</td>
</tr>
</tbody>
</table>
8. **Summaries of research after steps 7 and 8 of the SDG Investor Map methodology** with a clear summary of longlisted and shortlisted IOAs, including gender and marginalisation considerations, as well as conducted consultations and validations (list of stakeholders and overview of inputs received).

<table>
<thead>
<tr>
<th>Duration</th>
<th>Oversight</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 days</td>
<td>TBD</td>
</tr>
</tbody>
</table>

MoPED / UNDP

9. **Sierra Leone SDG Investor Map final completed results:** Spreadsheet with validated IOAs and data points with the required depth and comprehensiveness as stipulated in the global methodology, including complete reference list and at least two rounds of quality assurance/feedback Core team with support from SDG Impact.

<table>
<thead>
<tr>
<th>Duration</th>
<th>Oversight</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 days</td>
<td>TBD</td>
</tr>
</tbody>
</table>

MoPED / UNDP

10. **Narrative, visual summary report and PWT presentation** of prioritised sectors, subsectors and regions as well as identified investment opportunities for the SDG Investor Map, including spotlighting of relevant actors through case studies and discussion of policy and regulatory opportunities.

<table>
<thead>
<tr>
<th>Duration</th>
<th>Oversight</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 days</td>
<td>MoPED</td>
</tr>
</tbody>
</table>

MoPED / UNDP

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**F. Institutional Arrangements and Technical Support**

- The consultant will be engaged by UNDP and accountable to the UNDP Economics Advisor
- The successful consultant will work under the close and joint technical supervision from UNDP, UNDP African Sustainable Finance Hub (ASFH) / SDG Impact and MoPED
- The consultant will report to the core team for day-to-day supervision and management of this assignment. He/she will also be expected to actively liaise with other relevant stakeholders as may be relevant.
- MoPED will establish the steering committee for SDG Investor Map – the INFF technical committee will be customized to take up the role.
- MoPED will provide and facilitate access to relevant reference document as may be required in this assignment.
- Reports shall be submitted to the core team (UNDP and MoPED). A period of 10 days must be allowed for review of submitted written outputs.
- The consultant with help from the core team and ASFH / SDG Impact, will take responsibility for setting up and facilitation meetings, including consultation and validation sessions.
- Both in person and virtual tools may be used for stakeholder engagement and collection of information.
• The consultant must have own facilities including computers and facilitate own access to internet, transport and organize own logistical arrangements as necessary. UNDP will provide the necessary office space and transport to consultation meetings and workshops.

G. Duration of Work and Duty Station

• The development of the SDG Investor Map will span over a period of 6 months. The National Consultant is expected to invest 75 person days.
• The assignment will be carried out both physically and on virtual platforms. The National Consultant is expected to work from Freetown.

H. Qualifications and Experience

The National Consultant must the requisite, proven experience and capacity to undertake similar or relevant activities linked to investment mapping or research in related field in the private sector, including with a focus on impact consideration of potential investment opportunities in Sierra Leone.

Specifically, he/she must possess the following qualifications and competencies:

<table>
<thead>
<tr>
<th>Education:</th>
<th>Master’s degree in the field of Statistics, Finance, Economics, Business studies or other relevant fields (PhD will be added advantage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience:</td>
<td>Knowledge of the SDGs and of different approaches driven by the UNDS to accelerate private sector participation in the 2030 Agenda, especially in Lesotho and the region. Knowledge of market context, business developments, national development needs, and economic and political priorities in Sierra Leone and the region. Familiarity with mixed methods research, particularly the navigation of statistical databases. 3-5 years of experience in strategy consulting and/or economic research, with a focus on Sierra Leone. Experience in the analysis and review of technical and legal documents such as policy documents and/or legal contracts; international agreements and conventions; economic and business-related reports and performance indicators; and Experience in liaising with public and private sector stakeholders and organizing and facilitating public and private sector stakeholder dialogue activities (workshops, round-table, discussions, etc.) Experience of working with international development agencies (donor and financial organizations, etc.) Experience with the Sierra Leone Government and investor context would be an advantage.</td>
</tr>
<tr>
<td>Language Requirements:</td>
<td>Excellent command of English language (written &amp; oral)</td>
</tr>
</tbody>
</table>
### I. Competencies

**Corporate:**
- Demonstrates integrity and fairness, by modelling the UN/UNDP’s values and ethical standards;
- Promotes the vision, mission and strategic goals of the UN and UNDP;
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly;
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

**Functional:**
- Strong local networks: within the financial and corporate industries (banks, non-bank financial institutions, impact funds, HNWI, relevant philanthropies, development finance institutions), with relevant businesses, investment promotion agencies etc.
- Strong ongoing knowledge of market context, of national development needs, and economic/political priorities
- Knowledge of the SDGs
- Knowledge of the local investment landscape, and close familiarity with needs of global investors
- Expertise in gathering and comprehensively analyzing country-level data as basis for identifying investment opportunities and developing data analytics on market sizing and defining key country hotspots
- Data analysis expertise, ideally with extensive expertise in research and an understanding of statistics
- Excellent advocacy skills relating to finance, business climate.
- Excellent analytical skills
- Ability to facilitate multi-stakeholder sessions
- Ability to navigate sensitive political environments
- Strong communication skills, including ability to produce high quality practical advisory reports and knowledge products

**Client Orientation and Communication**
- Strong oral and written communication skills;
- Excellent interpersonal and networking skills and the ability to establish and maintain effective working relations;
- Supports and encourages open communication and responds positively to critical feedback and differing points of view;
- Facilitating and encouraging open communication in the team, communicating effectively
- Ability to work in a multi-cultural environment and to communicate sensitively across different constituencies and awareness of political sensitivities;
- Builds strong relationships with clients and external actors.
J. Scope of Price Proposal and Schedule of Payments

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Due date</th>
<th>Percentage of Payment</th>
<th>Approver</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception report</td>
<td>July 2022</td>
<td>10%</td>
<td>Core Team</td>
</tr>
<tr>
<td>Summaries of research after steps 2, 4, 6 of the SDG Investor Map methodology</td>
<td>October 2022</td>
<td>20%</td>
<td>Core Team</td>
</tr>
<tr>
<td>Summaries of research after steps 7 and 8 of the SDG Investor Map methodology</td>
<td>November 2022</td>
<td>20%</td>
<td>Core Team</td>
</tr>
<tr>
<td>Final Sierra Leone SDG Investor Map final completed results: (Spreadsheet with validated IOAs and data points, including complete reference list and at least two rounds of quality assurance/feedback Core team with support from SDG Impact.</td>
<td>January 2023</td>
<td>30%</td>
<td>Core Team</td>
</tr>
<tr>
<td>Narrative and visual summary reports of identified investment opportunities for the SDG Investor Map, including spotlighting of relevant actors (esp. case studies) and potential policy barriers and / or opportunities.</td>
<td>February 2023</td>
<td>20%</td>
<td>Core Team</td>
</tr>
</tbody>
</table>

K. Recommended Presentation of offer

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP.
- Personal CV or P11, indicating 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.
- Brief description of why the individual considers him/herself as the most suitable for the assignment, and a methodology, on how they will approach and complete the assignment.
- Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided. If an Offeror is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the Offeror must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

L. Criteria for selection of the Best Offer

Upon the advertisement of the Procurement Notice, qualified individual consultants are expected to submit both the Technical and Financial Proposals. Accordingly, individual consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- 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.
Below is the breakdown of scores for the technical proposal on 100% basis, which will be brought to 70%:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational background: Master’s degree in economics, development, finance, accounting, business administration, data science or related field</td>
<td>10 %</td>
<td>100</td>
</tr>
<tr>
<td>3- 5 years of professional experience in finance in emerging or low-income markets, sustainable or impact finance, impact investment, private sector engagement, business development in developing countries, investment research, statistics, analysis</td>
<td>35%</td>
<td>35</td>
</tr>
<tr>
<td>Proven experience of leading research on formulating and monitoring of public policies around sustainable finance and carrying out assessment and preparing reports on implementation of sustainable development goals (SDG)</td>
<td>25%</td>
<td>250</td>
</tr>
</tbody>
</table>

**TOTAL** 100%

**100**

_N/b_: Only candidates obtaining a minimum of 49% of the total technical points would be considered for the Financial Evaluation
GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.
9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the applicable law and 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.