

C-29.2634007



Empowered lives.
Resilient nations.

United Nations Development Programme New Delhi-India					
02 AUG 2016					
	RR	CD	DCD(P)	DCD(D)	<input checked="" type="checkbox"/>
N					<input checked="" type="checkbox"/>
A					<input type="checkbox"/>

Contract # 2016/106

for

'Drafting a community driven Sustainable Land Use Policy in Nagaland'

between

UNDP

and

Indian Environment Law Organization

Contract-2016/106

29th July, 2016

Dear Sir/Madam,

Ref.: 'Drafting a community driven Sustainable Land Use Policy in Nagaland'

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your organization, Indian Environment Law Organization, duly incorporated under the Laws of India (hereinafter referred to as the "Contractor") in order to perform services for 'Drafting a community driven Sustainable Land Use Policy in Nagaland' (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Terms of Reference, attached hereto as Annex II;
 - c) Price schedule, attached hereto as Annex III;
 - d) the Contractor's Technical proposal dated 12th June 2016, not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the key personnel proposed in the aforementioned technical proposal.
- 2.3 Any changes in the key personnel shall require prior written approval of Preeti Soni, Assistant Country Director & Head, Energy and Environment Unit, UNDP.

- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

Sl. No.	Deliverables	Delivery Timelines (from initiation of Contract)
1	Submission of Final Methodology and Work Plan along with engagement plan with the UNDP local team.	Within 20 days
2	Synthesis Report: articulating the community view on Smart Jhum and participatory land use planning, elements, outline and the first draft of the Nagaland Sustainable Land Use Policy	Within 32 days
3	Revised Draft of the Nagaland Sustainable Land Use Policy after incorporating feedback from the various consultations and field visits	Within 90 days
4	State Level Consultation and Submission and acceptance of Final Draft of the Nagaland Sustainable Land Use Policy	Within 120 days

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by Courier to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.
3. **Price and Payment**
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of INR 23,39,030.00 (Rupees Twenty-Three Lakh Thirty-Nine Thousand and Thirty only).
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 5.1 below, upon achievement of the corresponding milestones and for the following amounts:

Sl. No.	Milestone	Payment % and Amount
1	Submission of Final Methodology and Work Plan along with engagement plan with the UNDP local team.	10% i.e. INR 2,33,903/-
2	Synthesis Report: articulating the community view on Smart Jhum and participatory land use planning, elements, outline and the first draft of the Nagaland Sustainable Land Use Policy	30% i.e. INR 7,01,709/-
3	Revised Draft of the Nagaland Sustainable Land Use Policy after incorporating feedback from the various consultations and field visits	30% i.e. INR 7,01,709/-
4	State Level Consultation and Submission and acceptance of Final Draft of the Nagaland Sustainable Land Use Policy	30% i.e. INR 7,01,709/-
	TOTAL	100% i.e. INR 23,39,030/-

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special Conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse

such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

- 4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999).

The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. Submission of Invoices

- 5.1 An original invoice shall be submitted, by courier, by the Contractor for each payment under the Contract to the following address:

Ms. Preeti Soni,
Assistant Country Director & Head, Energy and Environment Unit
United Nations Development Programme
55, Lodi Estate, New Delhi - 110 003, India

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

Bank: IDBI Bank Ltd.
Account No.: 1982102000001076
IFSC Code: IBKL0001982

7. Entry into force. Time limits

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than 29th July 2016 and shall complete the Services by 28th November 2016 of such commencement [4 months].
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and Hugo Barillas, Procurement Specialist, UNDP.

9. Notifications

- 9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

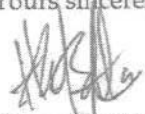
United Nations Development Programme
55, Lodi Estate, New Delhi - 110 003
Tel: 011-46532250

For the Contractor:

Indian Environment Law Organization (IELO)
H-383, Palam Vihar, Gurgaon - 122 017, Haryana, INDIA
Tel: +91-9718647753, 9811391760

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,


Hugo Barillas
Procurement Specialist
UNDP, New Delhi



For Indian Environment Law Organization

Agreed and Accepted: 

Signature

Name:

Title:

Date:

SHILPA CHOHAN

PARTNER INDIAN ENVIRONMENT
LAW ORGANIZATION

29.07.2016

INDIAN ENVIRONMENT LAW ORGANIZATION

24/8

UNDP General Conditions for Professional Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the

Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based

on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference

Drafting a community driven Sustainable Land Use Policy in Nagaland (SLUP-N)

Background

The Government of India in partnership with UNDP implemented a Global Environment Facility (GEF) supported project - "Sustainable Land and Ecosystem Management (SLEM) in Shifting Cultivation Areas of Nagaland for Ecological and Livelihood Security (2009-2015)" in three districts - Mon, Mokokchung and Wokha. The implementing partner was the Soil and Water Conservation Department, Government of Nagaland. The project aimed to develop, demonstrate and upscale sustainable land management practices for the conservation of jhum (shifting cultivation) lands in Nagaland through an ecosystem approach. One of the main objectives of this project was to ensure an enabling environment is created, which could possibly include strengthening of policies, institutions and related programmes to support sustainable management of jhum lands or provide for sustainable alternatives where jhum is no longer ecologically viable.

An important component of the project was to understand and review the current status of relevant laws, policies and guidelines that have implications for jhum cultivation in Nagaland, so as to develop recommendations for mainstreaming sustainable jhum practices into policies and guidelines of relevant line departments, and evolve strategies to include these recommendations into various State level policies and guidelines. In order to achieve this, a legal firm was engaged under the project in 2014-15 for "developing strategies for mainstreaming sustainable jhum practices into existing legal and policy frameworks of relevant State policies of Nagaland". The findings of this study provided useful insights into the status of the policy and legal framework, its implications and preparedness to support sustainable jhum management in the state. One of the key recommendations made under the report is the need to formulate a uniform Land Use Policy for the state of Nagaland in order to evolve a uniform approach towards Jhum management. It is recommended that a robust and holistic State Land Use Policy would aid in developing uniform principles of participatory land use planning for sustainable land management with emphasis upon food and ecological security. In 2015, UNDP engaged legal consultants to undertake review of the existing Land Use Policy to suggest revisions within the purview of overall objectives of the project. At the end of this assignment a draft land use policy was prepared and submitted to the state for comments. However, the draft policy required more consultations with all stakeholders. Hence, UNDP wishes to engage legal consultants to review and finalize the draft land use policy of Nagaland with consensus of all stakeholders.

Scope of work

The selected agency will be responsible for the following:

- Submission of Final Methodology and Work Plan along with engagement plan with the UNDP local team.
- Desk Review, research and analysis of all relevant policy, legal and planning instruments including the draft land use policy already prepared, and those of other states with similar land use practices

- Development of field visit tools (questionnaires, background note, leaflets, and other creative ICT material) in discussion with UNDP
- Policy Brief on Key findings after review by UNDP and Government of Nagaland
- Synthesis Report: articulating the views of the various stakeholders including local community members, community institutions, relevant officials of the concerned line departments at various levels of administration etc., on Smart Jhum and participatory land use planning, elements, outline and the first draft of the Nagaland Sustainable Land Use Policy
- Revised Draft of the Nagaland Sustainable Land Use Policy after incorporating all feedback from the various consultations and field visits
- State Level Consultation to discuss final elements of Nagaland Sustainable Land Use Policy
- Final Draft of the Nagaland Sustainable Land Use Policy

Approach and methodology

The study may entail the following (indicative but not exhaustive):

- Meetings with UNDP and Government of Nagaland and relevant experts to address the issues, identify the key concerns and plan strategy for the assignment
- Desk review of relevant laws, policies as well as the draft Nagaland land use policy, and those of other states with similar land use practices
- Obtain inputs through consultations with local community, community institutions, and relevant line departments on the Sustainable Land use Policy
- Consultative multi-stakeholder meeting at Kohima to finalize the revised Land Use Policy prepared after incorporating inputs

Duration

The study should be completed within a maximum of 4 months from the award of the contract.

Deliverables

- Submission of Final Methodology and Work Plan along with engagement plan with the UNDP local team.
- Synthesis Report: articulating the community view on Smart Jhum and participatory land use planning, elements, outline and the first draft of the Nagaland Sustainable Land Use Policy
- Revised Draft of the Nagaland Sustainable Land Use Policy after incorporating feedback from the various consultations and field visits
- State Level Consultation and Submission and acceptance of Final Draft of the Nagaland Sustainable Land Use Policy

Price Schedule**A. Cost Breakdown per Deliverable**

S.No.	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Submission of Final Methodology and Work Plan along with engagement plan with the UNDP local team	10%	2,33,903
2.	Synthesis Report: articulating the community view on Smart Jhum and participatory land use planning, elements, outline and the first draft of the Nagaland Sustainable Land Use Policy	30%	7,01,709
3.	Revised Draft of the Nagaland Sustainable Land Use Policy after incorporating feedback from the various consultations and field visits	30%	7,01,709
4.	State Level Consultation and submission and acceptance of Final Draft of the Nagaland Sustainable Land Use Policy	30%	7,01,709
	Total	100%	23,39,030

B. Cost Breakdown by Cost Component

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement (days)	No. of Personnel	Total Amount(INR)
I. Personnel Services/Consultancy Cost				
- Lead Legal Expert	18,150	40	One	7,26,000
- Legal Expert-1	14,520	50	One	7,26,000
-Legal Researcher	10,000	50	One	5,00,000
II. Field Visits to Kohima, District: Mon, Mokokchung and Wokha				
Total consolidated Travel Costs for consultants for 3 Field Visits (3 Districts and 1 Kohima) including	26,603	10	Two	2,66,030

Boarding, Lodging, Local Travel				
III. State Level Consultation at Kohima				
a. Consolidated Cost for organising workshop at Kohima (module, food for participants , venue, logistics, banner, sound system)	65,000			65,000
b. Communication cost	2000		Three	6,000
IV. Administrative and Printing Cost				
a. Administrative Assistant +Accountant+ photocopying etc.	7000		One	7,000
b. Designing of Policy Brief	25,000		One	25,000
c. Printing cost	200		90	18,000
Total				23,39,030
<i>In words: Twenty three Lakhs thirty nine thousand and thirty only</i>				

Note: Any additional Services or extension ordered by UNDP shall be based on unit rates in the Price Schedule.

Qy4