



Empowered lives.  
Resilient nations.

## REQUEST FOR PROPOSAL (RFP)

<b>UNDP Sierra Leone</b> <b>55 Wilkinson Road</b> <b>Freetown</b> <b>Sierra Leone</b>	DATE: May 9, 2017
	<b>SLE/RFP/2017/012 International Firm to Provide Institutional Capacity Development, NCRA</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for International Firm to provide Advise on Institutional Capacity Development, NCRA

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Monday, May 29, 2017 and via email address [procure.sle@undp.org](mailto:procure.sle@undp.org) or courier mail to the address below:

**United Nations Development Programme**  
**55 Wilkinson Road Freetown – Sierra Leone**

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued because of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
**Carine Yengdyenge** 22 May 2017  
**Deputy Country Director (O)**

## Description of Requirements

Context of the Requirement	<p>The Government of Sierra Leone in close collaboration with donors and development partners are working to establish an Integrated National Civil Registration system in Sierra Leone. To that end, the Government recently enacted a National Civil Registration Act under which a National Civil Registration Authority (NCRA) is being established. The NCRA will support the GoSL to record (on a continuous, permanent, compulsory and universal basis) the occurrences and characteristics of vital events and other civil status events related to its citizens and residents, as provided by and in accordance with an established legal framework. Those events will include marriage, divorce, births, deaths, adoptions, and legal changes of names. Multi – purposive ID cards will be issued to all citizens. Among many other uses, henceforth the Civil Register once established will be used to extract Voters List. This will not only make future voter registration exercises efficient and inexpensive but also to enable easier citizen's access to a wide variety of services and support the Government in better targeting of beneficiaries for various safety net and social protection initiatives.</p> <p>In November 2016, the President of Sierra Leone, H.E President Ernest Bai Koroma appointed members of the Board of Directors for NCRA and these consist of a Chairperson and ten other members. In addition, the President appointed the Director General for NCRA. Four (4) subsequent board meetings have been held since the appointment of the BoDs.</p> <p>NCRA has collaborated with the National Electoral Commission (NEC) to organise registration of the voters' population, a process that was concluded on April 30, 2017. This was followed by the President's launch of mass registration for the non-voting population that starts effective May 11, 2017 for seven weeks. NCRA will require to develop procedures for continuous civil registration of births and deaths, marriages and divorce, etc. In addition, and as a new institution, NCRA is working towards developing a 5 year strategic plan that will clearly define the institution's mandate, mission/vision, expected objectives and outputs, a clear monitoring and evaluation framework, organigram and staff roles/responsibilities, and financial projections, among others. Alongside, NCRA is working towards developing a capacity development strategy; and preparing a blueprint for sustainability of the Civil Registration System from technology perspective. Similarly, procedures for continuous civil registration will be required in order to maintain a functional civil registration system in Sierra Leone.</p> <p>In support of the above, UNDP is seeking for the services of an international firm to support NCRA with institutional capacity building and sustaining the civil registration system from technology perspective.</p>
Brief Description of the Required Services <sup>1</sup>	<p>Under the supervision of the UNDP Team Leader Governance, the contractor will be expected to perform but not limited to the following key functions:</p> <ol style="list-style-type: none"> <li>1. Conduct multi stakeholder consultations and thereafter develop a 5-year strategic plan with a clear vision/mission, expected outcomes/outputs, organigram and clear job descriptions/ terms of</li> </ol>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>references, monitoring and evaluation framework, and financial projections (budget). Organize validation workshop with stakeholders before submission of final and approved strategic plan. Provide cost estimates on a five-year horizon with a breakup of capex and opex requirement on yearly basis</p>
	<p>2. Develop procedures and manuals for continuous registration of all Sierra Leone citizens and non-resident citizens and to ensure all births, death and other vital statistics are recorded and reported to NCRA. Organize validation workshop with stakeholders before submission of final and approved procedures and manuals for continuous registration. Suggest a roadmap for continuous update of Civil Register and provide formats for updates of births, deaths, marriages, etc. Suggest templates and pro-forma for country-wide birth register, death register, marriage register, etc.</p>
	<p>3. Technology, operations and maintenance: Prepare a blueprint for sustainability of the Civil Registration System from technology perspective. The blueprint shall cover the following aspects:</p> <ul style="list-style-type: none"> <li>• IT infrastructure requirements including servers, storage, network equipment's and security solution etc.,</li> <li>• Datacenter hosting requirements bringing out rack requirements and suggesting a DC_DR set up</li> <li>• Recommendations for power availability and backup to enable DC-DR operations at an 98.5% uptime</li> <li>• Guide on aspects of maintaining data privacy and data security</li> <li>• Prepare a technology roadmap for continuous data update</li> <li>• Prepare a plan for deployment of registration kits</li> <li>• CRS Application maintenance and support requirements</li> <li>• Roadmap for Annual Maintenance Support for technology assets including software licenses</li> <li>• Evaluate different options including cost scenario and suggest an optimal solution for allotment of Unique ID card to citizens and residents of Sierra Leone</li> <li>• Suggest methods for printing and distribution of cards for new registrations, update, replacements, etc.</li> <li>• Methodology for knowledge transfer transition including application software transition</li> <li>• Use Cases</li> <li>• Propose the requirements of use-case and deployment of National ID use in three scenarios (2 Social Sector and 1 Commercial Sector)</li> <li>• Suggest high level revenue model for 1 use case scenario</li> </ul>

	<ul style="list-style-type: none"> <li>Undertake stakeholder consultation, interviews and field visits, wherever required</li> </ul> <p>4. Capacity development strategy and Governance Structure:</p> <ul style="list-style-type: none"> <li>Suggest a lean organization structure for NCRA</li> <li>Define different positions (both on the technology and administration) providing job descriptions and skill set requirement</li> <li>Deployment plan for the manpower</li> <li>Suggest a training plan for different positions including operators' training to government staff proposed to be deployed permanent registration centers</li> </ul>																		
List and Description of Expected Outputs to be Delivered	<table border="1"> <thead> <tr> <th>Deliverables</th><th>Timeline</th><th></th></tr> </thead> <tbody> <tr> <td>Detailed workplan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP within 1 week upon contract signature. Inception Report.</td><td>1 week</td><td></td></tr> <tr> <td>Manual for continuous registration after mass registration</td><td>5 Weeks</td><td></td></tr> <tr> <td>Road map (report) for Technology, Operations and Maintenance of the civil registration system.</td><td>6 weeks</td><td></td></tr> <tr> <td>Capacity Development Strategy and Governance Structure for NCRA.</td><td>4 weeks</td><td></td></tr> <tr> <td>NCRA 5 year Strategic Plan.</td><td>9 weeks</td><td></td></tr> </tbody> </table>	Deliverables	Timeline		Detailed workplan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP within 1 week upon contract signature. Inception Report.	1 week		Manual for continuous registration after mass registration	5 Weeks		Road map (report) for Technology, Operations and Maintenance of the civil registration system.	6 weeks		Capacity Development Strategy and Governance Structure for NCRA.	4 weeks		NCRA 5 year Strategic Plan.	9 weeks	
Deliverables	Timeline																		
Detailed workplan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP within 1 week upon contract signature. Inception Report.	1 week																		
Manual for continuous registration after mass registration	5 Weeks																		
Road map (report) for Technology, Operations and Maintenance of the civil registration system.	6 weeks																		
Capacity Development Strategy and Governance Structure for NCRA.	4 weeks																		
NCRA 5 year Strategic Plan.	9 weeks																		
Person to Supervise the Work/Performance of the Service Provider	Team Leader Governance, <a href="mailto:annette.nalwoga@undp.org">annette.nalwoga@undp.org</a>																		
Frequency of Reporting	<i>As needed</i>																		
Progress Reporting Requirements																			
Location of work	<input checked="" type="checkbox"/> UNDP Sierra Leone Country Office																		
Expected duration of work	120 Working days spread from June – September 2017																		
Target start date	1 <sup>st</sup> June 2017																		
Latest completion date	30 <sup>th</sup> September, 2017																		
Facilities to be Provided by UNDP (i.e., must be	<input checked="" type="checkbox"/> Others As maybe instructed																		

excluded from Price Proposal)			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required (as indicated in the ToR) <input type="checkbox"/> Not Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required (as indicated in the ToR) <input type="checkbox"/> Not Required		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency (Leones)		
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted		
Payment Terms <sup>3</sup>	<b>Deliverables</b>	<b>Instalments</b>	<b>Percentage payable</b>
	Upon signing of the contract and submission of the detailed work plan.	1 <sup>st</sup> Instalment	20%
	Upon submission of the manual for continuous civil registration; and report for Technology, Operations and Maintenance of the Civil Registration System.	2 <sup>nd</sup> instalment:	35%

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	Upon submission of NCRA Capacity Development Strategy.	3 <sup>rd</sup> instalment	20%
	Upon submission of the NCRA 5-year Strategic Plan and Budget (with a detailed M&E Framework).	4 <sup>th</sup> instalment	25%
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Sierra Leone Team Leader Governance		
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <input type="checkbox"/> Other Type of Contract		
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.		
Criteria for the Assessment of Proposal	<p>The firm will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.</p> <p><b>Financial evaluation (total 30 points):</b>  All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: <math>p = y (\mu/z)</math> where: <math>p</math> = points for the financial proposal being evaluated; <math>y</math> = maximum number of points for the financial proposal; <math>\mu</math> = price of the lowest priced proposal; <math>z</math> = price of the proposal being evaluated.</p>		
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others <sup>7</sup>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	Catherine Karanja <i>Procurement Analyst</i> <i>Catherine.karanja@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information	<b>Submission of Proposal</b> Qualified and interested Firms are hereby requested to submit Proposals. The Submission should contain the following: <ul style="list-style-type: none"> <li>• CVs for the team members</li> <li>• Financial proposal</li> </ul> Technical proposal (methodology of approach to the task)

#### Criteria for Evaluation.

Technical Proposal Evaluation Form 1: <b>Relevant knowledge and qualification of team</b>		Points Obtainable	
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	20	
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability</li> <li>- loose consortium, holding company or one firm</li> <li>- age/size of the firm</li> <li>- strength of project management support</li> <li>- project financing capacity</li> <li>- project management controls</li> </ul>	90	
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	15	
1.4	Quality assurance procedures, warranty	25	
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> </ul> Work for UNDP/ major multilateral/ or bilateral programmes	50	
		200	

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



Technical Proposal Evaluation Form 2: Experience in Capacity Building of Civil Registration		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	20
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the project adequately weighted relative to one another?	40
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	25
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	60
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	65
		300

Technical Proposal Evaluation Form 3: <b>Comprehensive project design and implementation strategy in align to TOR specifics.</b>		Points Obtainable
<b>Management Structure and Key Personnel</b>		
3.1	Task Manager	
	General Qualification	
	Suitability for the Project	
	- International Experience	30
	- Training Experience	50
	- Professional Experience in the area of specialization	60
	- Knowledge of the region	50
	- Language Qualifications	10

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

## TERMS OF REFERENCE

**Consultancy Title:** Institutional Capacity Building of the National Civil Registration Authority (NCRA)

**Consultancy Details:** To support institutional capacity building of the National Civil Registration Authority (NCRA) and ensure sustainability of the Civil Registration System from the Technology perspective.

**Location:** Freetown with field trips to the districts and regions

**Application Deadline:** Monday May 29, 2017

**Type of Contract:** Institutional Contract (International Firm)

**Duration of Contract:** 4 months (June 2017 – September 2017)

### II. Background

The Government of Sierra Leone in close collaboration with donors and development partners are working to establish an Integrated National Civil Registration system in Sierra Leone. To that end, the Government recently enacted a National Civil Registration Act under which a National Civil Registration Authority (NCRA) is being established. The NCRA will support the GoSL to record (on a continuous, permanent, compulsory and universal basis) the occurrences and characteristics of vital events and other civil status events related to its citizens and residents, as provided by and in accordance with an established legal framework. Those events will include marriage, divorce, births, deaths, adoptions, and legal changes of names. Multi – purposive ID cards will be issued to all citizens. Among many other uses, henceforth the Civil Register once established will be used to extract Voters List. This will not only make future voter registration exercises efficient and inexpensive but also to enable easier citizen's access to a wide variety of services and support the Government in better targeting of beneficiaries for various safety net and social protection initiatives.

In November 2016, the President of Sierra Leone, H.E President Ernest Bai Koroma appointed members of the Board of Directors for NCRA and these consist of a Chairperson and ten other members. In addition, the President appointed the Director General for NCRA. Four (4) subsequent board meetings have been held since the appointment of the BoDs.

NCRA has collaborated with the National Electoral Commission (NEC) to organise registration of the voters' population, a process that was concluded on April 30, 2017. This was followed by the President's launch of mass registration for the non-voting population that starts effective May 11, 2017 for seven weeks. NCRA will require to develop procedures for continuous civil registration of births and deaths, marriages and divorce, etc. In addition, and as a new institution, NCRA is working towards developing a 5 year strategic plan that will clearly define the institution's mandate, mission/vision, expected objectives and outputs, a clear monitoring and evaluation framework, organigram and staff roles/responsibilities, and financial projections, among others. Alongside,

NCRA is working towards developing a capacity development strategy; and preparing a blueprint for sustainability of the Civil Registration System from technology perspective. Similarly, procedures for continuous civil registration will be required in order to maintain a functional civil registration system in Sierra Leone.

In support of the above, UNDP is seeking for the services of an international firm to support NCRA with institutional capacity building and sustaining the civil registration system from technology perspective.

### **III. Duties and Responsibilities:**

Under the supervision of the UNDP Team Leader Governance, the contractor will be expected to perform but not limited to the following key functions:

1. Conduct multi stakeholder consultations and thereafter develop a 5 year strategic plan with a clear vision/mission, expected outcomes/outputs, organigram and clear job descriptions/ terms of references, monitoring and evaluation framework, and financial projections (budget). Organize validation workshop with stakeholders before submission of final and approved strategic plan. Provide cost estimates on a five year horizon with a breakup of capex and opex requirement on yearly basis
2. Develop procedures and manuals for continuous registration of all Sierra Leone citizens and non-resident citizens and to ensure all births, death and other vital statistics are recorded and reported to NCRA. Organize validation workshop with stakeholders before submission of final and approved procedures and manuals for continuous registration. Suggest a roadmap for continuous update of Civil Register and provide formats for updates of births, deaths, marriages, etc. Suggest templates and pro-forma for country-wide birth register, death register, marriage register, etc.
3. Technology, operations and maintenance: Prepare a blueprint for sustainability of the Civil Registration System from technology perspective. The blueprint shall cover the following aspects:
  - IT infrastructure requirements including servers, storage, network equipment's and security solution etc.,
  - Datacenter hosting requirements bringing out rack requirements and suggesting a DC\_DR set up
  - Recommendations for power availability and backup to enable DC-DR operations at an 98.5% uptime
  - Guide on aspects of maintaining data privacy and data security
  - Prepare a technology roadmap for continuous data update

- Prepare a plan for deployment of registration kits
- CRS Application maintenance and support requirements
- Roadmap for Annual Maintenance Support for technology assets including software licenses
- Evaluate different options including cost scenario and suggest an optimal solution for allotment of Unique ID card to citizens and residents of Sierra Leone
- Suggest methods for printing and distribution of cards for new registrations, update, replacements, etc.
- Methodology for knowledge transfer transition including application software transition
- Use Cases
- Propose the requirements of use-case and deployment of National ID use in three scenarios (2 Social Sector and 1 Commercial Sector)
- Suggest high level revenue model for 1 use case scenario
- Undertake stakeholder consultation, interviews and field visits, wherever required

4. Capacity development strategy and Governance Structure:

- Suggest a lean organization structure for NCRA
- Define different positions (both on the technology and administration) providing job descriptions and skill set requirement
- Deployment plan for the manpower
- Suggest a training plan for different positions including operators' training to government staff proposed to be deployed permanent registration centers

**IV. Deliverables and Timelines:**

Based on the scope of work outlined above, the contractor will work in close collaboration with the National Civil Registration Authority to organize multi stakeholder consultations with key stakeholders and deliver the following outputs:

1. Detailed workplan, including timelines and activities that the contractor plans to undertake in order to complete this assignment, to be submitted for review and approval to UNDP within 1 week upon contract signature. Inception Report (1 week);
2. Manual for continuous registration after mass registration within 5 weeks;
3. Road map (report) for Technology, Operations and Maintenance of the civil registration system within 6 weeks;
4. Capacity Development Strategy and Governance Structure for NCRA within 4 weeks;
5. NCRA 5 year Strategic Plan within 9 weeks.

<b>V. Payment Modalities</b>	
<p>Payment of the contractor will be made in four instalments upon satisfactory completion of the following deliverables:</p> <p>1<sup>st</sup> instalment: 20% upon signing of the contract and submission of the detailed work plan;</p> <p>2<sup>nd</sup> instalment: 35% upon submission of the manual for continuous civil registration; and report for Technology, Operations and Maintenance of the Civil Registration System;</p> <p>3<sup>rd</sup> instalment: 20% upon submission of NCRA Capacity Development Strategy;</p> <p>4<sup>th</sup> instalment: 25% upon submission of the NCRA 5 year Strategic Plan and Budget (with a detailed M&amp;E Framework).</p>	
<b>VI. Qualifications</b>	
<p>This consultancy requires services of an international firm that can demonstrate institutional capacity development of a new authority with a reputable background and can provide a team of expertise in policy and strategic planning; information, technology and communication; and institutional capacity development. The team should be supervised by a Manager, and comprise of additional staff in the relevant fields as stated above.</p>	
<b>VII. Evaluation Criteria</b>	
<p>The contractor (international firm) will be evaluated against a combination of technical and financial criteria. Maximum score is 100% out of a total score for technical criteria equals 70% and 30% for financial criteria.</p> <p>The technical evaluation will include the following:</p> <p><b>Relevant knowledge and qualification of team 20%</b></p> <ul style="list-style-type: none"> <li>• Reputation of Organization and Staff / Credibility / Reliability / Industry Standing</li> <li>• General Organizational Capability which is likely to affect implementation</li> </ul> <p>Financial stability</p> <p>loose consortium, holding company or one firm</p> <p>age/size of the firm</p> <p>strength of project management support</p> <p>project financing capacity</p> <p>project management controls</p> <ul style="list-style-type: none"> <li>• Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.).</li> <li>• Quality assurance procedures, warranty</li> </ul>	

Relevance of:

- Specialized Knowledge
- Experience on Similar Programme / Projects
- Experience on Projects in the Region
- Work for UNDP/ major multilateral/ or bilateral programmes

**Proposed Methodology, Approach and Implementation Plan 30%**

- To what degree does the Proposer understand the task?
- Have the important aspects of the task been addressed in sufficient detail?
- Are the different components of the project adequately weighted relative to one another?
- Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?
- Is the conceptual framework adopted appropriate for the task?
- Is the scope of task well defined and does it correspond to the TOR?
- Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?

**Task Manager 20%**

- General Qualification
- Suitability for the Project
- International Experience
- Training Experience
- Professional Experience in the area of specialization
- Knowledge of the region

Language Qualifications

Submission of Proposal:

Qualified and interested international firms are hereby requested to apply. The submission should contain the following:

- CVs for the team members
- Financial proposal
- Technical proposal (methodology of approach to the task)



## Annex 3

### *General Terms and Conditions for Services*

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

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

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.