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## ADVERTISEMENT

### INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

#### **National Consultant for Capacity Assessment of Local Councils in Sierra Leone (IC – National).**

**Date: July 15, 2019**

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**Procurement Notice No.: SLE/ICPN/2019/007**

**Country: Sierra Leone**

**Description of the assignment: National Consultant, Capacity Assessment of Local Councils in Sierra Leone**

**Name: Capacity Assessment of Local Councils in Sierra Leone.**

**Period of assignment: 45 days**

Proposal should be submitted at the following address, UNDP, Fourah Close, Off Main Motor Road, Wilberforce, Freetown, Sierra Leone or by email to [procure.sle@undp.org](mailto:procure.sle@undp.org) no later than **17:00 hours, on Friday 26, 2019.**

Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail indicated above. UNDP Sierra Leone will respond in writing or by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

## 1. BACKGROUND

### Project Rationale/Background

The 2004 Local Government Act laid the basis for and set in motion for the government of Sierra Leone to embark on a decentralization reform program, with the goal of addressing some of the triggers of the civil war and improving the delivery of basic services to the rural areas where majority of the population resides. The decentralization program was officially launched in 2004, with enactment by Parliament of the Local Government Act and its related statutory instruments. The Government of Sierra Leone in the Mid-Term Development Plan 2019 expressed strong commitment to delivering development goals to rural communities through effective decentralisation of functions to Local Governments. The Ministry of Local Government and Rural Development (MLGRD) provides direction, oversight and coordination of the work of councils and bears overall responsibility for implementing decentralization and other local governance reforms. This includes specifying functions to be assigned to local councils, coordination and implementation of the programme of devolution from national government to local councils. In addition to the Ministry's Directorate of Local Government, the Decentralization Secretariat was established as a technical division funded to support implementation and capacity-building for local government reforms.

The Local Government Act (2004) mandates Local councils as the highest political authority with both legislative, financial and administrative powers and provides a framework for fiscal decentralization which identifies three sources of financing for local governments: a) central government transfers for devolved functions and administrative expenses; b) local councils' own revenues from taxes, fees, licenses royalties, mining revenues, and other sources; and c) loans and grants from other sources.

### Relevance

By 2008, eighty (79) core government functions were slated to be devolved to Councils, of which 71 have either been completely or partially devolved to councils. With the growing responsibility of implementing devolved functions there is need to assess the Local Councils their ancillary support entities and the Local Government Ministry's capacity to fully and effectively implement these functions. It is in this regard that UNDP seeks the services of an independent consultant to assess the capacities of local councils and the ward committees for effectively and efficiently performing devolved functions and improving on service delivery to communities in the municipal, cities and rural areas

### List of key stakeholders

- Ministry of Local Government
- Local Councils (incl Ward Committees)
- Local Government Finance Department (LGFD)
- LoCASL – An association of all Local Councils with the mandate to lobby and advocate for its members
- Ministries – Education, Health, MSWGCA, Works

## 2. DUTIES AND RESPONSIBILITIES

### Scope of the consultancy:

The goal of the consultancy is to assess capacities of Local councils to perform devolved functions effectively and to develop a capacity building plan that will enable GoSL and Development partners sustainably build capacities for sustained delivery of development interventions.

### Specific Objectives:

- i. Conduct a desk review of previous capacity building activity/ strategies and gains made or not; identify pockets of success from such interventions or gaps in their implementation;
- ii. Assess capacities of the local councils and provide an analysis of the strengths and weaknesses across all local council structures in Sierra Leone, both institutional and human. The Assessment should, as far as is possible be practical and realistic, identify and analyze the main human capacity weaknesses (individual, organizational and societal) and should highlight financial and physical asset deficiencies in the LCs and their supporting structures at central level (LGSC, DECSEC, MLG Directorates, LGFD). Analysis to also highlight general & specific capacity gaps; Map various stakeholders in the sector at the regional level and their respective capacity demands/needs.
- iii. Develop a capacity building plan that is endorsed and owned by the MLGRD and LCs. Outline a long-term and sustainable capacity development strategy for sub national government structures, identifying major axis of investment in capacity building as well as opportunities, programmes, and products that will enhance the ability of sub national governments to meet their commitments under the legal frameworks.
- iv. Conduct a validation of the capacity assessment report and the capacity plan for stakeholder endorsement and buy-in.

### Methodology

The Capacity Needs Assessment should be participatory and consultative. The consultant should conduct the needs assessment using a methodology developed in partnership with UNDP and MLGRD. It is expected that the assessment will be built around self-assessment processes as well as broad consultation with diverse stakeholders to help collect and validate information.

The capacity assessment framework should recognize the multiple dimensions of capacity needed to effectively achieve the relevant targets as essential of the functions of the Local Councils. It should go beyond individual capacity (relevant skills and abilities) to include organizational capacity (governance, structures, processes, etc.) as well as the broader context and environment within which the organization functions (societal capacity).

The Development of the capacity building strategy should take into consideration and refer to two key documents from UNDP and DECENTRALIZATION SECRETARIAT:

- The Capacity Assessment users guide developed by UNDP.
- The specific skills and associated knowledge requirements potentially required by practitioners, from field staff to senior decision makers as outlined by the Decentralization Secretariat.

A validation workshop will be conducted with key stakeholders from the various regions (eastern, southern, northern, north-western and western areas, agencies and managers, civil society, organizations and experts working on local governance in the respective areas) to review and agree on the results. The consultant will advise on the agenda of the workshop and will participate in the workshop to present the capacity needs assessment results and the outline of the strategy. The consultant will also revise and finalize the strategy to incorporate the discussions and the agreements of the workshop

#### **D. Expected key outputs and deliverables**

- i. An inception report including a work plan, detailed methodology, report format and timeline, to be submitted within 10 days from the commencement of the assignment.
- ii. A draft capacity needs assessment consolidated report and draft capacity development strategy addressing at least the following key issues from a region-wide perspective and where relevant specifically for each of the 22 local councils:
- iii. Capacity challenges at the organizational and individual levels in relation to local governance systems; Current capacity development opportunities in the country and region;
- iv. Specific capacity needs and priorities at the organizational and individual levels in relation to local governance systems and local governance structures at community level;
- v. Recommendations for the most suitable, effective, efficient and affordable modes of capacity development to meet the identified needs. Agenda of the validation workshop.
- vi. Presentations and participation at the validation workshop as agreed with the ministry of local government and UNDP.
- vii. Final capacity needs assessment and capacity development strategy considering the results of the validation workshop.
- viii. Provision of weekly progress report

Delivery/output	Estimated duration	Target due dates	Review and approvals required
An inception report based on the desk review and key stakeholders, engagement	10 days	10 days after signing the contract	MLG/UNDP
Field work assessment of the 22 local councils	25 days	35 days after signing the contract	MLG/UNDP
Drafting report and presentation to UNDP & MLG	6 days	41 days after signing the contract	MLG/UNDP
Validation workshop	1 day	46 days after signing the contract	
Finalizing the report and submission	3 days	45 days after signing the contract	MLG/UNDP
<b>Total</b>	<b>45 days</b>		

The work will be conducted mainly in English and the local languages where possible in the various regions (consultation, survey, online meetings, etc.). The final capacity needs assessment and capacity development strategy should be presented in English.

#### **E. Institutional Arrangement**

The Consultant will work under the supervision of the ministry of Local Government and UNDP Sierra Leone in delivering the expected output,

The consultant will be expected to conduct interviews of key stakeholders in the field and conduct consultations with the line ministries and make detail analysis of the results of the interviews and consultations.

The ministry of local government and UNDP will provide access to key contacts and to relevant networks in the region.

The Local Government Service Commission and the HRMO will provide support and advice on methods and materials for individual staff capacity assessment.

#### **Geographical coverage**

The assignment is to be conducted across all the 22 local councils in Sierra Leone and will involve engagement of Government Ministries, Departments and Agencies (MDAs), development partners, local councils, private sector and civil society organizations, local governing institutions and direct beneficiaries at local level.

#### **F. Duration of the consultancy**

The assignment is planned to be completed in 45 working days, during which time a final report shall be presented to UNDP and the Ministry of Local Government. A timeframe is presented in the table below.

Delivery/output	Estimated duration	Review and approvals required (2 days turn around)
An inception report based on the desk review and key stakeholders, engagement	10 days	MLG/UNDP
Field work assessment of the 22 local councils	25 days	MLG/UNDP
Drafting report and presentation to UNDP & MLG	6 days	MLG/UNDP
Validation workshop	1 day	
Finalizing the report and submission	3 days	MLG/UNDP
Total	45 days	

#### **Duty Station**

The consultant will be provided an office space at MLG and UNDP in Freetown. He/she will be expected to do extensive up-country travels to engage stakeholders

### 3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

**Education:**

At least a master's degree in development economics, Public Policy, Public Administration, Local Government and Decentralization, agricultural/ agribusiness economics, Institutional development, local economic/community development.

**Experience:**

- Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution.
- Ability to engage and working with a range of key stakeholders at national, sub-national and local levels including development partners, private sector and civil society organizations.
- A minimum of 8 years relevant experience in Public Financial management supporting governments in local governance and strengthening the capacity local government.
- Strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils/sub-nations, with experience in similar assignment, preferably in Sierra Leone.
- Good knowledge and substantial field experience in devolution, local governance and economic development, especially in Sierra Leone.
- Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
- Excellent report writing, and oral communication in English language, working knowledge of local languages (Krio etc.) is an added advantage.
- Working knowledge in the use of collective intelligence will be an added advantage

**Language Requirement:**

Fluency in written and spoken English and excellent writing skills

**Important Note:**

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

#### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

##### APPLICATION PROCESS<sup>1</sup>

##### Recommended Presentation of Proposal:

- a) **Letter of Confirmation of Interest and Availability** using the template<sup>2</sup> provided by UNDP;
- b) **CV and a Personal History Form (P11 form<sup>3</sup>)**;
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)
- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
  - e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference "National Consultant **Capacity Assessment of Local Councils in Sierra Leone**" or by email at the following address ONLY: [procure.sle@undp.org](mailto:procure.sle@undp.org) by the dead line as advertised. Incomplete applications will be excluded from further consideration.

##### Note:

- The information in the breakdown of the offered lump sum amount provided by the offeror will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone.

Please note that applications will only be considered if they include ALL of the items listed above. Also note that the UNDP job portal website only allows for one document to be uploaded, so please combine all of the abovementioned items into one single Word or PDF document before uploading.

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

<sup>2</sup> <https://intranet.undp.org/unit/born/psd/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation%20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx>

<sup>3</sup> [http://www.undp.org/content/dam/undp/library/corporate/Carcers/P11\\_Personal\\_history\\_form.doc](http://www.undp.org/content/dam/undp/library/corporate/Carcers/P11_Personal_history_form.doc)

## 5. FINANCIAL PROPOSAL

### PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone **all-inclusive<sup>4</sup> lump sum contract amount** when applying for this consultancy. The consultant will be paid based on the effective UN exchange rate (where applicable), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder.

The qualified consultant shall receive his/her lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 <sup>st</sup> Installment	Upon signing of the contract and submission of inception report	Yes	20%
2 <sup>nd</sup> Installment	After the second draft report is provided and accepted.	Yes	50%
3 <sup>rd</sup> Installment	After the Final report has been submitted by the consultant and is accepted by the UNDP and MLGRD.	Yes	30%

## 6. EVALUATION

*The UNDP Sierra Leone will choose among one of these two evaluation methods prior to submit the have the Individual Consultant Procurement Notice. Once the evaluation method has been selected the other one shall be deleted to avoid any misunderstanding*

### CRITERIA FOR SELECTING THE BEST OFFER

Offers received will be evaluated using a Combined Scoring method, where the qualifications and proposed methodology will be weighted 70%, and combined with the price offer, which will be weighted 30%. Only consultants obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation. Criteria to be used for rating the qualifications and methodology:

Applicants are reviewed based on Required Skills and Experience stated above and based on the technical evaluation criteria outlined below. Applicants will be evaluated based on cumulative scoring. When using this weighted scoring method, the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:

- Being responsive/compliant/acceptable; and

<sup>4</sup> The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal




- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation where technical criteria weighs 70% and Financial criteria/ Proposal weighs 30%.

**Technical evaluation - Total 70% (700 points):**

<b>Criteria</b>	<b>Weight</b>	<b>Max. Point</b>
<b>Technical Competence (based on CV, Proposal and interview (if required))</b>	<b>70%</b>	<b>700</b>
Advanced degree in public policy and administration, social science or other relevant field.	<b>10%</b>	<b>100</b>
8 years relevant experience supporting governments in Public Finance management and local governance and strengthening the capacity of local government.  Extensive expertise in conducting research and policy analysis Proven ability to network and build strong working relations with governmental partners, and international organizations, strong client orientation skills.	<b>5%</b>	<b>50</b>
Experience in similar assignment in Sierra Leone with, demonstrating strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils.	<b>10%</b>	<b>100</b>
Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.	<b>10%</b>	<b>100</b>
Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution; and Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone	<b>15%</b>	<b>150</b>
Good knowledge and substantial field experience in devolution, local governance and economic development; and ability to engage and working with a range of key stakeholders at national, sub-national/local levels including development partners, private sector and civil society organizations.	<b>20%</b>	<b>200</b>

<b>Financial (Lower Offer/Offer*100)</b> <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: $p = y (\mu/z)$ where: p = points for the financial proposal being evaluated; y = maximum number of points for the financial proposal; $\mu$ = price of the lowest priced proposal; z = price of the proposal being evaluated.	<b>30%</b>	<b>300</b>	
<b>Total Score</b>	<b>Technical Score * 70% + Financial Score * 30%</b>		

  
Yona Samo  
Officer-In-Charge Operations

## **ANNEX**

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

### **ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**



## **Terms of Reference for Capacity Assessment of Local Councils in Sierra Leone**

**Type of Contract:** Individual Consultant (National)  
**Language Required:** English  
**Commencement Date:** 1<sup>st</sup> August 2019  
**End Date:** 27<sup>th</sup> September 2019  
**Duration of Work:** 45 days  
**Location/Duty Station:** Freetown and travel to up country

### **A. Project Title: Capacity Needs Assessment of Local Councils in Sierra Leone**

### **B. Project Description**

#### **Project Rationale/Background**

The 2004 Local Government Act laid the basis for and set in motion for the government of Sierra Leone to embark on a decentralization reform program, with the goal of addressing some of the triggers of the civil war and improving the delivery of basic services to the rural areas where majority of the population resides. The decentralization program was officially launched in 2004, with enactment by Parliament of the Local Government Act and its related statutory instruments. The Government of Sierra Leone in the Mid-Term Development Plan 2019 expressed strong commitment to delivering development goals to rural communities through effective decentralisation of functions to Local Governments. The Ministry of Local Government and Rural Development (MLGRD) provides direction, oversight and coordination of the work of councils and bears overall responsibility for implementing decentralization and other local governance reforms. This includes specifying functions to be assigned to local councils, coordination and implementation of the programme of devolution from national government to local councils. In addition to the Ministry's Directorate of Local Government, the Decentralization Secretariat was established as a technical division funded to support implementation and capacity-building for local government reforms.

The Local Government Act (2004) mandates Local councils as the highest political authority with both legislative, financial and administrative powers and provides a framework for fiscal decentralization which identifies three sources of financing for local governments: a) central government transfers for devolved functions and administrative expenses; b) local councils' own revenues from taxes, fees, licenses royalties, mining revenues, and other sources; and c) loans and grants from other sources.

## **Relevance**

By 2008, eighty (79) core government functions were slated to be devolved to Councils, of which 71 have either been completely or partially devolved to councils. With the growing responsibility of implementing devolved functions there is need to assess the Local Councils their ancillary support entities and the Local Government Ministry's capacity to fully and effectively implement these functions. It is in this regard that UNDP seeks the services of an independent consultant to assess the capacities of local councils and the ward committees for effectively and efficiently performing devolved functions and improving on service delivery to communities in the municipal, cities and rural areas

## **List of key stakeholders**

- i. Ministry of Local Government
- ii. Local Councils (incl Ward Committees)
- iii. Local Government Finance Department (LGFD)
- iv. LoCASL – An association of all Local Councils with the mandate to lobby and advocate for its members
- v. Ministries – Education, Health, MSWGCA, Works

## **C. Scope of the consultancy:**

The goal of the consultancy is to assess capacities of Local councils to perform devolved functions effectively and to develop a capacity building plan that will enable GoSL and Development partners sustainably build capacities for sustained delivery of development interventions.

## **Specific Objectives:**

- v. Conduct a desk review of previous capacity building activity/ strategies and gains made or not; identify pockets of success from such interventions or gaps in their implementation;
- vi. Assess capacities of the local councils and provide an analysis of the strengths and weaknesses across all local council structures in Sierra Leone, both institutional and human. The Assessment should, as far as is possible be practical and realistic, identify and analyze the main human capacity weaknesses (individual, organizational and societal) and should highlight financial and physical asset deficiencies in the LCs and their supporting structures at central level (LGSC, DECSEC, MLG Directorates, LGFD). Analysis to also highlight general & specific capacity gaps; Map various stakeholders in the sector at the regional level and their respective capacity demands/needs.
- vii. Develop a capacity building plan that is endorsed and owned by the MLGRD and LCs. Outline a long-term and sustainable capacity development strategy for sub national government structures, identifying major axis of investment in capacity building as well as opportunities, programmes, and products that will enhance the ability of sub national governments to meet their commitments under the legal frameworks.
- viii. Conduct a validation of the capacity assessment report and the capacity plan for stakeholder endorsement and buy-in.

## **Methodology**

The Capacity Needs Assessment should be participatory and consultative. The consultant should conduct the needs assessment using a methodology developed in partnership with UNDP and MLGRD. It is expected that the assessment will be built around self-assessment processes as well as broad consultation with diverse stakeholders to help collect and validate information.

The capacity assessment framework should recognize the multiple dimensions of capacity needed to effectively achieve the relevant targets as essential of the functions of the Local Councils. It should go beyond individual

capacity (relevant skills and abilities) to include organizational capacity (governance, structures, processes, etc.) as well as the broader context and environment within which the organization functions (societal capacity).

The Development of the capacity building strategy should take into consideration and refer to two key documents from UNDP and DECENTRALIZATION SECRETARIAT:

- The Capacity Assessment users guide developed by UNDP.
- The specific skills and associated knowledge requirements potentially required by practitioners, from field staff to senior decision makers as outlined by the Decentralization Secretariat.

A validation workshop will be conducted with key stakeholders from the various regions (eastern, southern, northern, north-western and western areas, agencies and managers, civil society, organizations and experts working on local governance in the respective areas) to review and agree on the results. The consultant will advise on the agenda of the workshop and will participate in the workshop to present the capacity needs assessment results and the outline of the strategy. The consultant will also revise and finalize the strategy to incorporate the discussions and the agreements of the workshop

#### **D. Expected key outputs and deliverables**

- ix. An inception report including a work plan, detailed methodology, report format and timeline, to be submitted within 10 days from the commencement of the assignment.
- x. A draft capacity needs assessment consolidated report and draft capacity development strategy addressing at least the following key issues from a region-wide perspective and where relevant specifically for each of the 22 local councils:
- xi. Capacity challenges at the organizational and individual levels in relation to local governance systems; Current capacity development opportunities in the country and region;
- xii. Specific capacity needs and priorities at the organizational and individual levels in relation to local governance systems and local governance structures at community level;
- xiii. Recommendations for the most suitable, effective, efficient and affordable modes of capacity development to meet the identified needs. Agenda of the validation workshop.
- xiv. Presentations and participation at the validation workshop as agreed with the ministry of local government and UNDP.
- xv. Final capacity needs assessment and capacity development strategy considering the results of the validation workshop.
- xvi. Provision of weekly progress report

Delivery/output	Estimated duration	Target due dates	Review and approvals required
An inception report based on the desk review and key stakeholders, engagement	10 days	10 days after signing the contract	MLG/UNDP
Field work assessment of the 22 local councils	25 days	35 days after signing the contract	MLG/UNDP
Drafting report and presentation to UNDP & MLG	6 days	41 days after signing the contract	MLG/UNDP
Validation workshop	1 day	46 days after signing the contract	
Finalizing the report and submission	3 days	45 days after signing the contract	MLG/UNDP
Total	45 days		

The work will be conducted mainly in English and the local languages where possible in the various regions (consultation, survey, online meetings, etc.). The final capacity needs assessment and capacity development strategy should be presented in English.

#### **E. Institutional Arrangement**

The Consultant will work under the supervision of the ministry of Local Government and UNDP Sierra Leone in delivering the expected output,

The consultant will be expected to conduct interviews of key stakeholders in the field and conduct consultations with the line ministries and make detail analysis of the results of the interviews and consultations.

The ministry of local government and UNDP will provide access to key contacts and to relevant networks in the region.

The Local Government Service Commission and the HRMO will provide support and advice on methods and materials for individual staff capacity assessment.

#### **Geographical coverage**

The assignment is to be conducted across all the 22 local councils in Sierra Leone and will involve engagement of Government Ministries, Departments and Agencies (MDAs), development partners, local councils, private sector and civil society organizations, local governing institutions and direct beneficiaries at local level.

#### **F. Duration of the consultancy**

The assignment is planned to be completed in 45 working days, during which time a final report shall be presented to UNDP and the Ministry of Local Government. A timeframe is presented in the table below.

Delivery/output	Estimated duration	Review and approvals required (2 days turn around)
An inception report based on the desk review and key stakeholders, engagement	10 days	MLG/UNDP
Field work assessment of the 22 local councils	25 days	MLG/UNDP
Drafting report and presentation to UNDP & MLG	6 days	MLG/UNDP
Validation workshop	1 day	
Finalizing the report and submission	3 days	MLG/UNDP
Total	45 days	

#### **G. Duty Station**

The consultant will be provided an office space at MLG and UNDP in Freetown. He/she will be expected to do extensive up-country travels to engage stakeholders

#### **H. Skills and experience required of the consultant**

The consultant is expected to have the following skills and expertise:

1. At least a master's degree in development economics, Public Policy, Public Administration, Local Government and Decentralization, agricultural/ agribusiness economics, Institutional development, local economic/community development.
2. Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution.
3. Ability to engage and working with a range of key stakeholders at national, sub-national and local levels including development partners, private sector and civil society organizations.
4. A minimum of 8 years relevant experience in Public Financial management supporting governments in local governance and strengthening the capacity local government.
5. Strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils/sub-nations, with experience in similar assignment, preferably in Sierra Leone.
6. Good knowledge and substantial field experience in devolution, local governance and economic development, especially in Sierra Leone.
7. Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.
8. Excellent report writing, and oral communication in English language, working knowledge of local languages (Krio etc.) is an added advantage.
9. Working knowledge in the use of collective intelligence will be an added advantage

This is an individual consultancy and consultants will be assessed on both technical and financial proposal presented, technical proposals shall be assessed on the criteria provided below. The consultants are therefore requested to submit both technical and financial proposal. The technical proposal shall carry a weight of 70%; while the financial proposal 30%.

#### **I. Scope of Price Proposal and Schedule of Payments**

Interested individual consultants should submit their financial proposals as stated below.

The offer will be a lump sum linked to deliverables, inclusive, with all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Consultant and should be factored into the final amounts submitted in the proposal (in-country travel in Sierra Leone requested by UNDP for the assignment will be determined later and should not be estimated). Once agreed, the contract price will remain fixed regardless of changes in the cost's component

##### **Schedule of payment**

- 1<sup>st</sup> payment - 30% payment upon signing of the contract and submission of inception report.
- 2<sup>nd</sup> payment - 50% payment after the second draft report is provided and accepted.
- 3<sup>rd</sup> payment - 20% payment after the Final report has been submitted by the consultant and is accepted by the UNDP and MLGRD.

#### **J. Presentation of offer**

A personal curriculum vitae or P11, including highlighted references to previous relevant work from similar assignments as well as contact details of applicant and at least (3) professional references.

A covering letter outlining suitability for the job, providing initial observations on the ToR and an outline of the methodology that would be used to accomplish the assignment

A financial proposal that indicates the all-inclusive fixed total contract cost and a breakdown of the costs per template provided by UNDP

Shortlisted applicants will be contacted for an interview.

#### **K. Criteria for evaluation of technical proposal**

Applications will be evaluated based on the following criteria: (i) profile and experience of the consultant in relation to subject of the present assignment, (ii) the methodology proposed for the conduction of the mission, and (iii) the financial offer.

<b>Evaluation Criteria</b>	<b>Points</b>
<b>Education:</b> Advanced degree in public policy and administration, social science or other relevant field.	10%
<b>Years of experience:</b> 8 years relevant experience supporting governments in Public Finance management and local governance and strengthening the capacity of local government.  Extensive expertise in conducting research and policy analysis Proven ability to network and build strong working relations with governmental partners, and international organizations, strong client orientation skills.	5
<b>Experience in Sierra Leone:</b> Experience in similar assignment in Sierra Leone with, demonstrating strong analytical capacity and experience in socio-economic analysis, needs assessment and programme design for local councils.	10
<b>Clear understanding of the assignment:</b> Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.	10
Demonstrated capacity in institutional strengthening and capacity building of government and subnational institutions in decentralization and devolution; and Good understanding of the concept/theory and practice of decentralization by devolution and local governance broadly, its implementation in Sierra Leone.	15
Good knowledge and substantial field experience in devolution, local governance and economic development; and ability to engage and working with a range of key stakeholders at national, sub-national/local levels including development partners, private sector and civil society organizations.	20
Total technical proposal	70
Financial proposal	30
Overall	100





## **UNDP**

### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

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

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

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

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

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

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

#### **4.0 ASSIGNMENT:**

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

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

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

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

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

#### **7.0 INDEMNIFICATION:**

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

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

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

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

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