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REQUEST FOR PROPOSAL (RFP)

UNDP Country Office 55 Wilkinson Rd., Freetown Sierra Leone	DATE: November 27, 2015
	REFERENCE: RFP/SLE/2015/006 – National Firm to undertake baseline study on public and private sector participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone (open only for locally registered firms)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **"To undertake baseline study on public and private sector participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone"**.

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

Proposals may be submitted on or before **13:00 hrs (GMT); Friday, December 04, 2015** via courier mail to the address below:

United Nations Development Programme
Country Office
55 Wilkinson Road, Freetown, Sierra Leone
Attn: Procurement Unit/MY
procure.sle@undp.org

Your Proposal must be expressed in the **English language**, and **valid for a minimum period of 120 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 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 of 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 as a result 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.

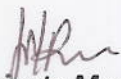
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Illuminate Maerere
OIC Operations
11/27/2015



Description of Requirements

Context of the Requirement	<p>To undertake baseline study on public and private sector participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone</p> <p>UNDP supports countries in addressing development, climate, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results management and evaluation, performance-based payments and knowledge management.</p> <p>In 2012, UNDP-GEF in collaboration with the Ministry of Water Resources (MWR) designed a project the Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone.</p> <p>The project seeks to enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project will strive to build capacity in the water resources sector through institutional strengthening with a view to ensuring the effective delivery of hydrological services, predicated on the realization that workable options for adapting to climate change. It is a key instrument for implementing adaptation priorities in the water sector identified during the National Adaptation Programme of Action (NAPA) process.</p> <p>The project has several entry points with baseline projects that are currently been implemented by the AfDB and WHH within the project's pilot communities and overall focuses on integrating climate resilient actions in decision-making in the water sector. As part of the technical assistance provided to the Ministry of Water Resources (MWR), and in support of ongoing Monitoring and Evaluation (M&E) activities, baseline surveys will be undertaken in each pilot community to assess the current use and effectiveness of private public partnerships in the water resource sector. These surveys will gather baseline information on public and private sector participation aimed at managing the exposure and sensitivity of water supply services to climate change.</p> <p>UNDP therefore seeks to engage a team of experts or consultancy firm in order to collect baseline survey data on the use of climate/weather information and livelihoods (agriculture, livestock, fisheries, etc), using water resources. The data will be analysed to estimate the potential impact of climate information on income and effectiveness of private sector participation in the water sector. The data will also be used to analyse the costs and benefits of a strong private</p>
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	sector action in the promotion of climate change integration in the water sector. The contractor will be expected to collect survey data in the Freetown East End and the three targeted project districts Pujehun, Kono and Kambia. Data will be collected in the district headquarters, as well as in targeted communities that will be selected on the basis of agreed criteria.
Brief Description of the Required Services	<p>The Firm will work under the supervision the UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources and other relevant partners. The contractor will be required to perform the following tasks:</p> <ul style="list-style-type: none"> • Develop a detailed work plan, including appropriate questionnaires and formats for reporting the information and data collected. • Develop criteria for selection of targeted communities in Kambia, Pujehun and Kono and the East End of Freetown. • Design a sampling methodology with appropriate weights to reflect the representativeness of the survey. • Collect and analyse data relevant to the present status of public and private sector participation in the water sector, and capacities to manage the exposure and sensitivity of water supply services to climate change, including data on: <ul style="list-style-type: none"> - Historical and present consumption of water within the selected communities. - Use of climate/weather information by relevant sectors (e.g. agriculture, livestock, freshwater fisheries) and livelihood activities that require water consumption <p>Ensure consistency of data parameters, and perform appropriate quality checks of data entry to ensure accuracy.</p> <ul style="list-style-type: none"> • Prepare a draft report containing the results of the analyses, conclusions and recommendations, as well as Annexes including raw data collected, and details (name, position, email, and phone) of stakeholders interviewed, and present the findings to MRW and other key stakeholders for feedback. • Produce a final report that takes into account relevant feedback received from stakeholders.
List and Description of Expected Outputs to be Delivered	<p>Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:</p> <p>Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:</p> <ul style="list-style-type: none"> • Inception Report, outlining the activities that the contractor plans to undertake to complete the assignment, submitted to UNDP for approval within one week after signing of the contract. • Criteria for selection of targeted communities and sampling methodology submitted within two weeks. • Preliminary Report, including raw data for cross-check and verification by MWR, submitted within six weeks. • Final report submitted by End of 31st March 2016
Person to Supervise the Work/Performance of the Service Provider	The UNDP Sierra Leone Energy and Environment Programme Lead in close collaboration with Ministry of Water Resources (MWR) Sierra Leone

	<p>Methodology (20 points)</p> <ul style="list-style-type: none"> - How likely is it that the methodological proposal will deliver what is required? (10 points) - Is the methodological approach feasible within the time frame defined in the TOR? Does the Offeror possess sufficient capacity to apply the proposed methodology with success? (10 points) <p>Personnel assigned for the requested services provision(25 points)</p> <ul style="list-style-type: none"> - Do the personnel cited have the relevant experience and expertise to provide this continuous service (for a Team Leader - 10 years professional experience in Development or Related area at a senior level, for Socio-Economist – 5 years professional experience in data processing, measurement and evaluation and for Climate Change Expert – 5 years profession experiences in water related sector, including familiarity with climate change impact on the water sector) (5) - Relevant language skills (English), excellent verbal and written communication skills; excellent analytical and research skills (5) - Qualification; education level of personnel (advanced university degree, studies requested as per TOR) (10) - Proven track record with similar assignments and experience of working in or with developing countries; experience working for an Intl. Organization (5) <p>Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹ <input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 4) - THIS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED "FINANCIAL PROPOSAL" <input checked="" type="checkbox"/> Detailed TOR (Annex 5) Technical proposal must be also submitted in a separate sealed envelope clearly marked "TECHNICAL PROPOSAL".
Contact Person for Inquiries (Written inquiries only) ²	<p>Meseret Yehuala (Ms.) Procurement Unit meseret.yehuala@undp.org;</p> <p>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.</p>

¹ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL
(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[insert: Location].

[insert: Date]

To: UNDP, Country Office, 55 Wilkinson Road, Freetown, Sierra Leone

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **RFP/SLE/2015/006** dated 11/27/2015, 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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) 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.

C. Qualifications of Key Personnel

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.*

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

[Designation]

[Date]

² 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.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 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.

IMPORTANT: should be provided in separate sealed envelope!

Letterhead of the company

FINANCIAL PROPOSAL

Price schedule for "To undertake baseline study on public and private sector participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone":

Description of Activity/Item	Total in SLL excl. VAT
<p>Package, including:</p> <ul style="list-style-type: none">• Role on the assignment;• Personnel total number of days on the assignment;• Daily Cost• Total Cost• Other (if applicable, pls specify)	

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

[Designation]

[Date]

TERMS OF REFERENCE

I. Position Information	
Post Title:	National Firm to undertake baseline study on public and private sector participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone
Duty Station/Location:	Freetown, Sierra Leone (with field visits to project sites)
Application Deadline:	4 December 2015; 13:00 hrs(GMT)
Type of Contract:	75 working days (December 2015 - March 2016)
II. Background	
<p>UNDP supports countries in addressing development, climate, and ecosystem sustainability in an integrated manner. As a Global Environment Facility (GEF) Implementing Agency, UNDP offers countries highly specialized technical services for programme/project formulation, due diligence, mobilization of required co-financing, implementation oversight, results management and evaluation, performance-based payments and knowledge management.</p> <p>In 2012, UNDP-GEF in collaboration with the Ministry of Water Resources (MWR) designed a project the Building Adaptive Capacity to Catalyze Active Public and Private Sector Participation to manage the Exposure and Sensitivity of Water Supply Services to Climate Change in Sierra Leone.</p> <p>The project seeks to enhance the adaptive capacity of decision-makers in the public and private sector involved in water provision to plan for and respond to climate change risks on water resources. The project will strive to build capacity in the water resources sector through institutional strengthening with a view to ensuring the effective delivery of hydrological services, predicated on the realization that workable options for adapting to climate change. It is a key instrument for implementing adaptation priorities in the water sector identified during the National Adaptation Programme of Action (NAPA) process.</p> <p>The project has several entry points with baseline projects that are currently been implemented by the AfDB and WHH within the project's pilot communities and overall focuses on integrating climate resilient actions in decision-making in the water sector. As part of the technical assistance provided to the Ministry of Water Resources (MWR), and in support of ongoing Monitoring and Evaluation (M&E) activities, baseline surveys will be undertaken in each pilot community to assess the current use and effectiveness of private public partnerships in the water resource sector. These surveys will gather baseline information on public and private sector participation aimed at managing the exposure and sensitivity of water supply services to climate change.</p> <p>UNDP therefore seeks to engage a team of experts or consultancy firm in order to collect baseline survey data on the use of climate/weather information and livelihoods (agriculture, livestock, fisheries, etc), using water resources. The data will be analysed to estimate the potential impact of climate information on income and effectiveness of private sector participation in the water sector. The data will also be used to analyse the costs and benefits of a strong private sector action in the promotion of climate change integration in the water sector. The contractor will be expected to collect survey data in the Freetown East End and the three targeted project districts Pujehun, Kono and Kambia. Data will be collected in the district headquarters, as well as in targeted communities that will be selected on the basis of agreed criteria.</p>	

III. Duties And Responsibilities

The Firm will work under the supervision the UNDP-GEF Project Manager and in close collaboration with the Ministry of Water Resources and other relevant partners. The contractor will be required to perform the following tasks:

- Develop a detailed work plan, including appropriate questionnaires and formats for reporting the information and data collected.
- Develop criteria for selection of targeted communities in Kambia, Pujehun and Kono and the East End of Freetown.
- Design a sampling methodology with appropriate weights to reflect the representativeness of the survey.
- Collect and analyse data relevant to the present status of public and private sector participation in the water sector, and capacities to manage the exposure and sensitivity of water supply services to climate change, including data on:
 - Historical and present consumption of water within the selected communities.
 - Use of climate/weather information by relevant sectors (e.g. agriculture, livestock, freshwater fisheries) and livelihood activities that require water consumption

Ensure consistency of data parameters, and perform appropriate quality checks of data entry to ensure accuracy.

- Prepare a draft report containing the results of the analyses, conclusions and recommendations, as well as Annexes including raw data collected, and details (name, position, email, and phone) of stakeholders interviewed, and present the findings to MRW and other key stakeholders for feedback.
- Produce a final report that takes into account relevant feedback received from stakeholders.

IV. Deliverables & Timelines

Based on the scope of work outlined above, the contractor will be expected to deliver the following outputs:

- Inception Report, outlining the activities that the contractor plans to undertake to complete the assignment, submitted to UNDP for approval within one week after signing of the contract.
- Criteria for selection of targeted communities and sampling methodology submitted within two weeks.
- Preliminary Report, including raw data for cross-check and verification by MWR, submitted within six weeks.
- Final report submitted by End of 31st March 2016

V. Payment Modalities

Payment to the Consulting Firm will be made in three installments upon satisfactory completion of the following deliverables:

- 1st installment: 20% upon approval by UNDP of the detailed Inception Report, outlining the activities that the firm will undertake to complete the assignment.
- 2nd installment: 30% upon approval of the draft report.
- 3rd installment: 50% upon approval of the final report.

VI. Qualifications

This assignment requires the services of a team of experts who can demonstrate adequate analytical capacity and expertise. The Firm should provide specialists with the following minimum qualifications:

a) Team Leader

Education:

- Advanced university degree (Master's degree minimum or its equivalent) in Development or related field

Experience:

- Minimum 10 years professional experience in the Development or related field.
- As had training, skills and knowledge in climate change issues associated with the water sector. Has experience working with communities and in assessing community challenges relating to Climate change
- Strong analytical skills with demonstrated ability to relate survey results into national, political, social, and economic programmes.

b) Socio-Economist

Education:

- University degree (BSc equivalent) in Economics, Statistics, Data Processing, Business Management

Experience:

- Minimum 5 years professional in data processing, measurement and evaluation
- Demonstrated experience developing and conducting data collection surveys.
- Strong analytical skills, particularly applied to impact assessment and monitoring

c) Climate Change Expert

Education

- Advanced University Degree in Environment or Water supply management, Rural Development Planning. A first level university degree in combination with 5 additional years of qualifying experience may be accepted in lieu of the advanced university degree.

Experience

- Minimum 5 years professional experiences in water related sector, including familiarity with climate change impacts on the water sector.
- Demonstrated understanding of sustainable development issues and challenges in the water supply sector.
- Experience working with Government MDAs and local communities.
- Previous experience working in similar situation would be an asset

VII. How to Apply

Qualified firms registered in Sierra Leone are hereby requested to apply. The application must contain the following:

- Brief letter of application.
- Personal CV of each team member, indicating relevant academic background and professional experience.
- Brief description (max. 2 pages) of the proposed methodology on how to complete the assignment.
- Financial proposal that indicates the all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, local transport, and specified other costs if applicable).

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.

VIII. Evaluation Criteria

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

Technical evaluation criteria (total 70 points):

1. Expertise of the Firm (25 points)
2. Methodology of approach in accomplishing the consultancy including though not limited to (a) timeline, (b) targeted stakeholder groups, (c) strategies addressing possible risks (20 points)
3. Personnel assigned for the requested services provision (25 points)

Financial evaluation (total 30 points):

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; μ = price of the lowest priced proposal; z = price of the proposal being evaluated.