

ADVERTIZEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability

(IC - National).

Date: April 16, 2020

Procurement Notice No.: SLE/ICPN/2020/004

Country: Sierra Leone

Description of the assignment: National Consultant, Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability

Project Name: Green Climate Fund (GCF)

Period of assignment: 60 working 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 no later than 17:00 hours, on Thursday April 30, 2020.

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

Sierra Leone faces multiple risks from climate change, threatening key economic sectors and increasing the risk of environmental degradation. Climate projections for the region predict rising temperatures (1-2.5°C by 2060), an increase in extreme weather, more intense rainfall, especially between July and December, and rising sea levels. The agricultural sector is particularly vulnerable to the impacts of climate change, with smallholder farmers being the most affected. The sector relies on low-productivity techniques, and rice, the main staple crop, is particularly vulnerable to the impacts of climate change. With three quarters of the population involved in agriculture, climate change could result in significant socio-economic setbacks to the Country. Climate projections predict significant changes in Sierra Leone's climate in the near future, with the result that smallholder farmers can no longer rely on indigenous weather knowledge, significantly increasing the climate risk to food security. Exacerbated by poor road infrastructure hampering the distribution of agricultural produce, climate change induced extreme events can quickly lead to local and regional food shortages, as farmers are unable to prepare for the impacts of such events. Currently, there are limited climate, weather and water information products and services (collectively called CIPS) available that can help vulnerable communities to adapt and prepare for these climate risks. This lack or readily available and understandable products and services for climate, weather and water sensitive sectors poses a risk to Sierra Leone's sustainable economic development goals

To reduce the impact of climate change on Sierra Leone's economic and social development, decision makers, especially those in the agricultural sector need to have access to actionable, accurate and timely climate, weather and water information products and services (CIPS). Tailor-made CIPS, such as accurate, relevant and timely agrometeorological forecasts, tailored to the specific needs of smallholder farmers, can support on-farm decision making on e.g. the timing of planting, fertilizer application, pest- and disease control, timings of harvest, advanced farming techniques, resulting in an increase in yields and a reduction in costs. Combined with appropriate training on the application of such CIPS in on-farm decision making, the availability of this type of information will significantly reduce the risk posed by climate change on agriculture and livelihoods.

A team of international consultants has been hired to develop the Project Concept Note, and the individual consultant being sought through this ToRs will work closely with this team and provide inputs for the pre-feasibility study and the CN. They will therefore be part of the CN and prefeasibility study, with a focus on providing the services specified below:

The goal of the GCF project is to create and maintain a system to generate and disseminate actionable CIPS to all the affected smallholder farmers across Sierra Leone. The objective is to

2

SLE/ICPN/2020/004: National Consultant, Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability



leverage the existing structures and organisational networks that are available and equip each role-player (organisation) with the requisite infrastructure and skills to reduce the risk to the smallholder farmers.

The consultant is required to plan, prepare, execute, analyse and draft a feasibility study that details the findings and requirements as set out in sections 3.1 to 3.5

SCOPE OF WORK

The purpose of this process is to appoint suitably qualified individuals or organisations to assist the UNDP and UNDP-appointed international consultant with completing detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability". The required feasibility studies cover the assessment and management of:

- a) Stakeholders: Central and Local Government, NGOs, Private Sector, Local Authorities (Districts)
- b) Environmental and social risks and impacts
- c) Resource efficiency and pollution prevention
- d) Community health, safety, security
- e) Biodiversity conservation and sustainable management of living natural resources

2. OBJECTIVES AND SCOPE OF EVALUATION

The final deliverable is a detailed feasibility study in word and pdf format with the results as described in sections 3.1 to 3.5. The feasibility study shall also include all annexure's and source data from which the analysis was derived. Provisions should be made for at least two commenting and updating periods during the finalisation of the feasibility study.

• The service provider shall also make provision for engaging with the consultants of the UNDP to review and provide into to the GCF concept note. Facility proposal approved by UNDP to be submitted for funding before the deadline

The service provider is required to:

- a. identify and categorize the critical role players, both public and private, in the agricultural value chain in Sierra Leone from the national office to the district. The identified stakeholders shall include, but not be limited to:
 - i. Department of Agriculture, the subject matter experts, the extension officers, the block level and chiefdoms and village circles
 - ii. Ministry of Environment
 - iii. Environmental protection agency (EPA)
 - iv. National Water Resources Management Agency (NWRMA)

3

SLE/ICPN/2020/004: National Consultant, Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability



- v. Ministry of Agriculture and Forestry
- vi. Ministry of Lands
- vii. Disaster management agency
- viii. Sierra Leone Meteorological agency
- ix. Ministry of Planning and Economic Development
- x. NGO's IFAD/FAO/UNDP
- xi. Financial institutions
- b. describe roles and responsibilities of each stakeholder and correlate it to applicable legislations, MOU's or framework agreements.
- c. Identify the total number of small holder farmers per district with delimitation of information based on:
 - i. Gender
 - ii. Agricultural produce type
 - iii. Farming methods and techniques (specifically the use of climate information in the planning and execution and the use of pesticides/GMO's)
 - iv. Agricultural production volumes/yield (historical trends over a period of time)
 - v. Current schemes for resilience building i.e. stockpiling, co-ops, crop rotation etc
- d. Determine how the current network of stakeholders is utilized to generate and disseminate sector specific products and services

1.1. Environmental and social risks and impacts

The service provider shall determine:

- a. How the current practices contribute to the environment (both positive or negative) in terms of:
 - i. Air emissions
 - ii. Waste generation
 - iii. Land use
 - iv. Water use
- b. What social risks are prevalent in the communities i.e. lack of access to finance results in chance of occupation of youngsters, urbanization
- c. What environmental risks are faced by the communities i.e. upstream mining activities, deforestation, flooding, droughts etc
- d. Complete the draft Social and Environmental Screening Procedure using UNDP pre-SESP template

1.2. Resource efficiency and pollution prevention

The service provider shall determine:

a. The opportunity for positive changes to the environment, land use, reduction of GHG's, protection of water etc due to the proposed project

4

SLE/ICPN/2020/004: **National Consultant,** Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability



b. Any shortcomings in the current process of utilising weather and climate information in the agricultural value chain

1.3. Community health, safety, security

The service provider shall determine:

- a. the improvement in the planning and preparation of smallholder farmers potentially create a risk and impact to the health and safety of the affected communities?
- b. Is there a need for an emergency preparedness plan? I

1.4. <u>Biodiversity conservation and sustainable management of living natural resources</u> The service shall suggest:

- a. The limitations to the activities during the implementation phase to reduce the risk of invasive alien species.
- b. The potential for increase yields in agricultural produce as a result of the improvement is availability and quality of CIP's.

2. Data gathering methods

The service provider shall detail their methodology for collecting and processing the data. The methodology can include, but not be limited to:

- a. Interviews
- b. Desktop reviews
- c. Field work with structured/semi-structured interviews
 - i. The field work shall prioritize the areas with the highest concentration of farmers and agriculture extension officers (i.e. Bo, Kenema, Port Loko)
 - ii. The sampling methods should be defined.
 - iii. Photographs of affected areas should be provided
- d. The use of GIS data and the national statistics database
- e. All source data shall be referenced and cited accordingly

This methodology shall be basis for contracting and appointing the service provider.

Timelines against Deliverables:

The total level of effort for the assignment is 25 days, distributed over a period of 2 months

	Deliverables/Outputs	Estimated Duration	Target Due Dates	Review and Approvals
s.		to Complete		Required

submission and acceptance inception note detailing the methodology and work plan for the assignment;	5 days	2 nd to 7th May 2020	Team Lead &
completion of the draft project technical feasibility assessment;	10 days	8 th to 18 th May 2020	Team Lead
Completion of technical feasibility assessment;	5 days	1 st to 6 th June 2020	Team Lead
submission and acceptance of the final feasibility assessment by NDA and UNDP;	5 days	7 th June to 12 th June 2020	Team Lead

3. QUAUFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:

 Advanced University Degree (MSc or higher) in Mathematics, Statistics, Environmental Management, Agriculture, Climate Change Studies, Sustainable Development or other relevant field.

Experience:

- Minimum 7 years of relevant professional experience;
- Demonstrated experience designing project proposals and concept notes including on climate-smart agriculture, climate information and management of natural resources;
- Experience in working with communities to develop local climate resilient solutions;
- Experience in the formulation and management of similar projects with global funds including
- · Project design, management, and monitoring & evaluation;
- S/hé will provide technical support to the International consultant to develop the feasibility studies
- · Experience in this area of work is an advantage.

Language Requirement:

Fluency in written and spoken English

Competencies

Corporate Competencies

• Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Job Knowledge/Technical Expertise:

• Demonstrated knowledge of relevant agriculture and climate change issues;

- Strong analytical skills, particularly applied to environment profiling;
- · Experience in research, feasibility studies on climate smart agriculture;
- Familiarity with technical issues related to adaptation, methods of cost-benefit analysis for adaptation options, identification of multiple benefits of adaptation, including, economic, social and gender related.

Functional Competencies:

- Ability to identify needs and interventions for capacity enhancement of counterparts, clients and potential partners;
- · Ability to take responsibility for achieving agreed outputs within set deadlines;
- Openness to change and ability to receive/integrate feedback;
- Excellent interpersonal and communication skills;
- Excellent understanding of the expected impacts of global climate change on agriculture in developing countries;
- Strong analytical skills, particularly applied to project design;
- Substantial relevant experience in the design and implementation of integrated development projects, e.g. smart agriculture, livelihoods and water security including working on communitybased initiatives;
- Design of log-frame with SMART indicators, work plan and budget formulation;
- Working with multi-disciplinary teams, including local and expatriate technical experts;
- Strong analytical skills; exceptional ability in communication and networking, negotiations and writing; and
- Elexibility and ability to operate in different cultural settings and with a variety of stakeholders; culturally and gender sensitive

Technical Competencies:

- Excellent oral and written communication skills, with analytic capacity and demonstrated ability to synthesize complex information in high quality papers/reports and in effective presentations to different audiences;
- Skills in facilitating meetings effectively and efficiently;
- Ability to develop and maintain partnerships/relationships, including with clients, focusing on results for the client/partner and responding positively to feedback.

Professionalism:

- Excellent analytical and organizational skills;
- Exercise the highest level of responsibility and be able to handle confidential and politically sensitive issues in a responsible and mature manner.

Communication:

- Active listening and dialogue (acknowledge and responds constructively to the points of view of others);
- Excellent writing and verbal communication skills;
- Communicate effectively in writing and verbally to a varied and broad audience in a simple and concise manner.

Teamwork:

- Projects a positive image and is ready to take on a wide range of tasks;
- · Focuses on results for the client;
- Welcomes constructive feedback.
- Gööd interpersonal and networking skills, ability to establish and maintain effective working relations, supports and encourages open communication in the team, and facilitates team work.

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 PROCESS¹

Recommended Presentation of Proposal:

- a) Letter of Confirmation of Interest and Availability using the template2 provided by UNDP;
- b) CV and a Personal History Form (P11 form³);
- 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

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

https://intranet.undp.org/unit/bom/pso/Support%20documents%20on%20IC%20Guidelines/Template%20for%20Confirmation %20of%20Interest%20and%20Submission%20of%20Financial%20Proposal.docx

http://www.undp.org/content/dam/undp/library/corporate/Careers/P11 Personal history form.doc

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, Frectown in a sealed envelope indicating the following reference "Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability", or by email at the following address ONLY: 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.

5. FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone all-inclusive⁴ 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 fées upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Payment to the Consultant will be made base on the following deliverables.

The consultant is required to submit a detailed financial proposal for the period of 60 working days. The selected Consultant will be paid upon payment certification from the hiring manager, in the following manager:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Approval should be obtained	Percentage of Payment
1 st Installment	20% upon submission and acceptance inception note detailing the methodology and work plan for the assignment;	Yes	20%
2 nd Installment	25% upon completion of the draft project technical feasibility assessment;	Yes	25%
3 rd Installment	30% upon completion of technical feasibility assessment;	Yes	30%
4 th Installment	25% upon submission and acceptance of the final feasibility assessment by NDA and UNDP;	Yes	25%

6. EVALUATION

The UNDP Sierra Leane 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:

10

SLE/ICPN/2020/004: **National Consultant**, Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leoné to adapt to the impacts of climate change and variability

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

Technical evaluation criteria (total 70 points, 70%):

Criteria for Selection of the Best Offer

Combined Scoring method — where the qualifications and methodology will be weighted a maximum of 70% and combined with the price offer which will be weighted a maximum of 30%.

- 1. Level of education. (MSc or higher) in the field of agriculture, climate change, natural resource management, biodiversity, developmental studies, or related fields. In-depth understanding climate change adaptation 15 points
- 2. Demonstrated knowledge and experience in conducting feasibility studies and designing climate change adaptation projects, concept note documents 25 points
- 3. Demonstrated experience working in the statistics sector 10 points
- 4. Methodology in accomplishing the consultancy including stakeholder engagement strategy, and strategies addressing possible climate change risks, and opportunities 15 points
- 5. Language and Excellent communication skills 5 points

Financial evaluation (total 30 points, 30%):

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.

Criteria		Weight	Max. Point
Technical Competer required)	ence (based on CV, Proposal and Interview (if	70%	700
climațe cha developme	um Points: 150). Léation. (MSc or higher) in the field of agriculture, nge, natural resource management, biodiversity, intal studies, or related fields. In-depth ing climate change adaptation	15%	150
feasibility st	um Points: 250). ted knowledge and experience in conducting tudies and designing climate change adaptation ncept note documents	25%	250
Demonstrat	ed experience working in the statistics sector.	10%	100

Total Scor	re Technical Score * 70% + Financial Score * 3	0%	
formula policy formul	cally qualified proposals will be scored out 30 based on the rovided below. The maximum points (30) will be assigned to the ancial proposal. All other proposals receive points according to ring formula: $p = y (\mu/z)$ where: $p = points$ for the financial being evaluated; $y = maximum$ number of points for the financial $\mu = price$ of the lowest priced proposal; $z = price$ of the proposal luated.		
Financial ((Lower Offer/Offer*100) evaluation (total 30 points):	30%	300
100	nal and communication skills: anguage and Excellent communication skills	5%	50
> N	capabilities Methodology in accomplishing the consultancy includir stakeholder engagement strategy, and strategies addressir bossible climate change risks, and opportunities		150

Rokya Ye Dieng

Deputy Resident Representative (P & O)

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference (TOR)

I. Other information

Assignment Title: Detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability

Duty Station: Freetown

Duration: 60 working days

Expected Start Date: upon signing of the contract Type of Contract: Individual Consultant (IC)

II. Background

Sierra Leone faces multiple risks from climate change, threatening key economic sectors and increasing the risk of environmental degradation. Climate projections for the region predict rising temperatures (1-2. 5° C by 2060), an increase in extreme weather, more intense rainfall, especially between July and December, and rising sea levels. The agricultural sector is particularly vulnerable to the impacts of climate change, with smallholder farmers being the most affected. The sector relies on low-productivity techniques, and rice, the main staple crop, is particularly vulnerable to the impacts of climate change. With three quarters of the population involved in agriculture, climate change could result in significant socio-economic setbacks to the Country. Climate projections predict significant changes in Sierra Leone's climate in the near future, with the result that smallholder farmers can no longer rely on indigenous weather knowledge, significantly increasing the climate. risk to food security. Exacerbated by poor road infrastructure hampering the distribution of agricultural produce, climate change induced extreme events can quickly lead to local and regional food shortages, as farmers are unable to prepare for the impacts of such events. Currently, there are limited climate, weather and water information products and services (collectively called CIPS) available that can help vulnerable communities to adapt and prepare for these climate risks. This lack or readily available and understandable products and services for climate, weather and water sensitive sectors poses a risk to Sierra Leone's sustainable economic development goals

To reduce the impact of climate change on Sierra Leone's economic and social development, decision

makers, especially those in the agricultural sector need to have access to actionable, accurate and timely climate, weather and water information products and services (CIPS). Tailor-made CIPS, such as accurate, relevant and timely agrometeorological forecasts, tailored to the specific needs of smallholder farmers, can support on-farm decision making on e.g. the timing of planting, fertilizer application, pest-and disease control, timings of harvest, advanced farming techniques, resulting in an increase in yields and a reduction in costs. Combined with appropriate training on the application of such CIPS in on-farm decision making, the availability of this type of information will significantly reduce the risk posed by climate change on agriculture and livelihoods.

A team of international consultants has been hired to develop the Project Concept Note, and the individual consultant being sought through this ToRs will work closely with this team and provide inputs for the pre-feasibility study and the CN. They will therefore be part of the CN and prefeasibility study, with a focus on providing the services specified below:

The goal of the GCF project is to create and maintain a system to generate and disseminate actionable CIPS to all the affected smallholder farmers across Sierra Leone. The objective is to leverage the existing structures and organisational networks that are available and equip each role-player (organisation) with the requisite infrastructure and skills to reduce the risk to the smallholder farmers. The consultant is required to plan, prepare, execute, analyse and draft a feasibility study that details the findings and requirements as set out in sections 3.1 to 3.5

SCOPE OF WORK

The purpose of this process is to appoint suitably qualified individuals or organisations to assist the UNDP and UNDP-appointed international consultant with completing detailed feasibility studies to support the project proposal to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to adapt to the impacts of climate change and variability". The required feasibility studies cover the assessment and management of:

- f) Stakeholders: Central and Local Government, NGOs, Private Sector, Local Authorities (Districts)
- g) Environmental and social risks and impacts
- h) Resource efficiency and pollution prevention
- i) Community health, safety, security
- i) Biodiversity conservation and sustainable management of living natural resources

III. Deliverables

The final deliverable is a detailed feasibility study in word and pdf format with the results as described in sections 3.1 to 3.5. The feasibility study shall also include all annexure's and source data from which the analysis was derived. Provisions should be made for at least two commenting and updating periods during the finalisation of the feasibility study.

• The service provider shall also make provision for engaging with the consultants of the UNDP to review and provide into to the GCF concept note. Facility proposal approved by UNDP to be submitted for funding before the deadline

The service provider is required to:

- e. identify and categorize the critical role players, both public and private, in the agricultural value chain in Sierra Leone from the national office to the district. The identified stakeholders shall include, but not be limited to:
 - i. Department of Agriculture, the subject matter experts, the extension officers, the block level and chiefdoms and village circles
 - ii. Ministry of Environment
 - iii. Environmental protection agency (EPA)
 - iv. National Water Resources Management Agency (NWRMA)
 - v. Ministry of Agriculture and Forestry
 - vi. Ministry of Lands
 - vii. Disaster management agency
 - viii. Sierra Leone Meteorological agency
 - ix. Ministry of Planning and Economic Development
 - x. NGO's IFAD/FAO/UNDP
 - xi. Financial institutions
- f. describe roles and responsibilities of each stakeholder and correlate it to applicable legislations, MOU's or framework agreements.
 - g. Identify the total number of small holder farmers per district with delimitation of information based on:
 - i. Gender
 - ii. Agricultural produce type
 - iii. Farming methods and techniques (specifically the use of climate information in the planning and execution and the use of pesticides/GMO's)
 - iv. Agricultural production volumes/yield (historical trends over a period of time)
 - v. Current schemes for resilience building i.e. stockpiling, co-ops, crop rotation etc
 - h. Determine how the current network of stakeholders is utilized to generate and disseminate sector specific products and services

2.1. Environmental and social risks and impacts

The service provider shall determine:

- e. How the current practices contribute to the environment (both positive or negative) in terms of:
 - i. Air emissions
 - ii. Waste generation
 - iii. Land use
 - iv. Water use

- f. What social risks are prevalent in the communities i.e. lack of access to finance results in chance of occupation of youngsters, urbanization
- g. What environmental risks are faced by the communities i.e. upstream mining activities, deforestation, flooding, droughts etc
- h. Complete the draft Social and Environmental Screening Procedure using UNDP pre-SESP template

2.2. Resource efficiency and pollution prevention

The service provider shall determine:

- c. The opportunity for positive changes to the environment, land use, reduction of GHG's, protection of water etc due to the proposed project
- d. Any shortcomings in the current process of utilising weather and climate information in the agricultural value chain

2.3. Community health, safety, security

The service provider shall determine:

- c. the improvement in the planning and preparation of smallholder farmers potentially create a risk and impact to the health and safety of the affected communities?
- d. Is there a need for an emergency preparedness plan? I

2.4. Biodiversity conservation and sustainable management of living natural resources. The service shall suggest:

- c. The limitations to the activities during the implementation phase to reduce the risk of invasive alien species.
- d. The potential for increase yields in agricultural produce as a result of the improvement is availability and quality of CIP's.

3. Data gathering methods

The service provider shall detail their methodology for collecting and processing the data. The methodology can include, but not be limited to:

- f. Interviews
- g. Desktop reviews
- h. Field work with structured/semi-structured interviews
 - i. The field work shall prioritize the areas with the highest concentration of farmers and

agriculture extension officers (i.e. Bo, Kenema, Port Loko)

- ii. The sampling methods should be defined.
- iii. Photographs of affected areas should be provided
- i. The use of GIS data and the national statistics database
- j. All source data shall be referenced and cited accordingly

This methodology shall be basis for contracting and appointing the service provider.

IV. Timelines against Deliverables:

The total level of effort for the assignment is 25 days, distributed over a period of 2 months.

Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required
submission and acceptance inception note detailing the methodology and work plan for the assignment;	5 days	2 nd to 7th May 2020	Team Lead &
completion of the draft project technical feasibility assessment;	10 days	8 th to 18 th May 2020	Team Lead
Completion of technical feasibility assessment;	5 days	1 st to 6 th June 2020	Team Lead
submission and acceptance of the final feasibility assessment by NDA and UNDP;	5 days	7 th June to 12 th June 2020	Team Lead

V. Payment Modalities

Payment to the Consultant will be made base on the following deliverables.

The consultant is required to submit a lump-sum financial proposal for the period of 60 working days. The selected firm/team will be paid upon payment certification from the hiring manager, in the following manner:

- 20% upon submission and acceptance inception note detailing the methodology and work plan for the
 assignment;
- 25% upon completion of the draft project technical feasibility assessment;
- 30% upon completion of technical feasibility assessment;
- Ž5% upon submission and acceptance of the final feasibility assessment by NDA and UNDP;
- The fee is payable on satisfactory completion of each milestone i.e (the project concept note, proposal

and feasibility study).

VI. Qualifications

Academic qualifications:

Education:

Advanced University Degree (MSc or higher) in Mathmatics, Statistics, Environmental Management,
 Agriculture, Climate Change Studies, Sustainable Development or other relevant field.

Experience:

- Minimum 7 years of relevant professional experience;
- Demonstrated experience designing project proposals and concept notes including on climate-smart agriculture, climate information and management of natural resources;
- Experience in working with communities to develop local climate resilient solutions;
- · Experience in the formulation and management of similar projects with global funds including
- Project design, management, and monitoring & evaluation;
- S/he will provide technical support to the International consultant to develop the feasibility studies
- Experience in this area of work is an advantage.

Language Requirements:

Fluency in written and spoken English.

VII. Competencies

Corporate Competencies

Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.

Job Knowledge/Technical Expertise:

- · Demonstrated knowledge of relevant agriculture and climate change issues;
- Strong analytical skills, particularly applied to environment profiling;
- Experience in research, feasibility studies on climate smart agriculture;
 - Fámiliárity with téchnical issues related to adaptation, methods of cost-benefit analysis for adaptation options, identification of multiple bénéfits of adaptation, including, econômic, social and gender related.

Functional Competencies:

 Ability to identify needs and interventions for capacity enhancement of counterparts, clients and potential partners;

- Ability to take responsibility for achieving agreed outputs within set deadlines;
- Openness to change and ability to receive/integrate feedback;
- Excellent interpersonal and communication skills;
- Excellent underständing of the expected impacts of global climate change on agriculture in developing countries;
- Strong analytical skills, particularly applied to project design;
- Substantial rélevant experience in the design and implémentation of integrated dévelopment projects,
 e.g. smart agriculture, livelihoods and water security including working on community-baséd initiatives;
- Design of log-frame with SMART indicators, work plan and budget formulation;
- Working with multi-disciplinary teams, including local and expatriate technical experts;
- Strong analytical skills; exceptional ability in communication and networking, negotiations and writing;
 and
- Flexibility and ability to operate in different cultural settings and with a variety of stakeholders;
 culturally and gender sensitive

Technical Competencies:

- Excellent oral and written communication skills, with analytic capacity and demonstrated ability to synthesize complex information in high quality papers/reports and in effective presentations to different audiences;
- Skills in facilitating meetings effectively and efficiently;
- Ability to develop and maintain partnerships/relationships, including with clients, focusing on results for the client/partner and responding positively to feedback.

Professionalism:

- Excellent analytical and organizational skills;
- Exercise the highest level of responsibility and be able to handle confidential and politically sensitive issues in a responsible and mature manner.

Communication:

- Active listening and dialogue (acknowledge and responds constructively to the points of view of others);
- Excellent writing and verbal communication skills;
- Communicate effectively in writing and verbally to a varied and broad audience in a simple and concise manner.

Teamwork:

- Projects a positive image and is ready to take on a wide range of tasks;
- Focuses on results for the client;
- Welcomes constructive feedback.

SLE/ICPN/2020/004: National Consultant, Detailed feasibility studies to support the project proposal
to the Green Climate Fund (GCF) for "Improving the resilience of small-holder farmers in Sierra Leone to
adapt to the impacts of climate change and variability

 Good interpersonal and networking skills, ability to establish and maintain effective working relations, supports and encourages open communication in the team, and facilitates teamwork.

-VIII. How to Apply

Qualified and interested candidates are hereby requested to apply. The application should contain the following:

- Cover letter
- Personal CV, indicating education background/professional qualifications, all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references;
- Financial proposal that indicates all-inclusive fixed total contract price supported by a breakdown of costs (including professional fee, and specified other costs if applicable, but excluding travel costs and DSA).

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer or will be used as the basis for determining best value for money, and as reference for any amendments of the contract.
- The agreed contract amount will remain fixed regardless of any factors causing an increase in the cost of any
 of the components in the breakdown that are not directly attributable to UNDP.
- Approved local travel related to this assignment will be arranged and paid by UNDP Sierra Leone. Please note that applications will only be considered if they include ALL of the items listed above. Also note that UNDP job portal website only allows for one document to be uploaded, so please combine all of the above-mentioned items into one single Word of PDF document before uploading.

VIII. How to Apply

Technical Criteria weight 70%

Financial Criteria weight 30%

Only candidates obtaining a minimum of 70% of the total technical points (49 points) would be considered for the Financial Evaluation.

1.	Technical Capacity and Related Qualifications		Points Obtainable	
1.1		Level of education. (MSc or higher) in the field of agriculture, climate change, natural resource management, biodiversity, developmental studies, or related fields. In-depth understanding climate change adaptation	15	
1.2	•	Demonstrated knowledge and experience in conducting feasibility studies and designing climate change adaptation projects, concept note	25	

	documents	
1.3	Demonstrated experience working in the statistics sector	10
1.4	 Methodology in accomplishing the consultancy including stakeholder engagement strategy, and strategies addressing possible climate change risks, and opportunities. 	15
1.5	Language and Excellent communication skills	5
	Total Possible Points	70



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 visà-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 walver 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.