

ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Consultancy to Review the Persons with Disability Act, 2011.

(IC – National).

Date: July 10, 2020

Procurement Notice No.: SLE/ICPN/2020/011

Country: Sierra Leone

Description of the assignment: National Consultant: Consultancy to Review the Persons with Disability Act, 2011.

Period of assignment: Four (4) Months

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 Tuesday July 21, 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.

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1. BACKGROUND

The Sierra Leone Persons with Disability Act 2011 has been widely critiqued for several noticeable flaws that prevent persons with disabilities from accessing social services on equal terms with their abled counterparts. The new Persons with Disability Bill will seek to repeal and replace the Act. The review is essential in order to take into account the provisions of the revised Constitution of Sierra Leone 2017, existing national legislations especially the Medium-Term National Development Plan and the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD).

The PWDs Act 2011 had substantial focus and emphasis on education, health, employment, transport and physical accessibility among others. The Act may have been fairly effective in enhancement of structures that provide services to persons with disabilities but the realization of rights in practice remains a critical challenge. The Act puts a lot of emphasis on rights and privileges of persons with disabilities and entrusts the National Commission for Persons with Disabilities (NCPWD) with the mandate to serve adjustment orders and issue penalties on proprietors of inaccessible premises. However, accessibility in practice remains the biggest challenge that persons with physical disability face. Most of the provisions in the existing Act remain unrealistic and untenable given the existing capacity of the Commission. To enforce compliance, the NCPD largely depends on information and advocacy, but ultimately depends on organizations and institutions on whether they do implement recommendations.

The review of the PWD Act 2011 comes against the backdrop of a myriad of increased opportunities and rights as enshrined in the revised Constitution of Sierra Leone 2017 and the Nation's Mid-Term National Development Plan which has created a stand-alone cluster on empowering persons with disabilities.

The revised Constitution under the Bill of Rights recognizes in Article--- that persons with disabilities are entitled to be treated with dignity and respect and not to be referred to in a manner that is demeaning, to access educational institutions and facilities, to reasonable access to all places, public transport and information, to use sign language, Braille or other appropriate means of communication and to access materials and devices. The same or another article provides that the State shall ensure the progressive implementation of a quota system where at least five percent of the members of the public in elective and appointive bodies are persons with disabilities.

Article ---of the Constitution of Sierra Leone 2017 requires the State to take measures, including affirmative action programmes, to ensure that youth, persons with disabilities, minorities and marginalized groups have access to relevant education and training, opportunities to associate, be represented and participate in political, social, economic and other spheres of life; access employment; and to be protected from harmful cultural practices and exploitation. The Constitution is also clear on non-discrimination and representation of persons with disabilities in elective positions.

Some of the key areas that should either be factored or strengthened in the proposed bill include:

Expansion of affirmative action measures

The recognition that although all persons with disabilities deserve affirmative action measures, there are still specific groups that suffer double marginalization. Various groups have been identified for affirmative action measures including girls and women, children, youth, minorities and elderly persons with disability.

Rights of persons with disabilities and citizenship

Many persons with disabilities continue to suffer overt and covert discrimination on the basis of their disability. Many parents with children with disabilities, for example have not even registered their child, once they realized that he/she has a disability. Additionally, there are many adults with disability who have not been registered to obtain identity cards. The proposed changes require that children and persons with disability are encouraged to apply for relevant documentation to support their nationality, including the right to a name (at birth), and legal identification documents for immigration and liberty of movement purposes.

The right to legal capacity

The Bill should introduce the enjoyment of legal capacity as a right. There has been a long debate on the issue of legal capacity for PWDs in the country. It should propose equality before the law, and equal protection and benefit of the law. Some of the enjoyments expected from this is the right to inherit, control of a persons' financial affairs, and having equal access to financial services including loans and credit facilities. It also cushions against arbitrary deprivation of ownership of property by persons with disabilities.

Participation in public and political life

The proposed law should contain a whole section that promotes participation in public, civil and political life. It should promote the nurturing of an environment that allows persons with disabilities to participate in public life. Many barriers impede the participation of persons with disabilities, ranging from the physical environment, access to education as well as cultural attitudes. The proposals should give meaning to provisions in our constitution which require non –discrimination on the basis of disability. Among other things, the Bill ought to reinforce accessibility of polling stations, inclusion in political parties as well as inclusion in the electoral system and other public bodies and associations.

Expansion of economic and social rights

The proposed Bill must have numerous provisions relating to economic and social rights. They should reinforce the right to education, to health, formal employment, accessibility, mobility, information as well as sports and recreation. Access to education, health and employment, remains a key challenge for many persons with

disabilities in the country.

Access to justice

The proposed Bill ought to realize that persons with disabilities need access to fair justice system and that changes are required to the criminal justice system. In this respect, the Bill must propose provisions of disability appropriate accommodations within the criminal justice system. This is to enhance the role of persons with disabilities as direct or indirect participants in the legal system.

Institutional changes

This Bill should provide a legal framework for the decentralization of the Commission for Persons with Disabilities. There should be a conscious attempt from duty bearers to decentralize the Commission. The Commission is expected to conduct research and provide relevant data and information on the rehabilitation and training offered to persons with disabilities, alongside registration of persons with disabilities, advising government on matters of disability as well as supporting persons with disability to acquire assistive devices.

2. OBJECTIVES AND SCOPE OF EVALUATION

Objective of the assignment

The objective of this assignment is to review the existing Persons with Disability Act, 2011, engage key stakeholders to identify gaps, determine the extent of challenges on accessing services due to these gaps and provide recommendations to ensure that persons with disabilities can access the myriad of increased opportunities and rights as enshrined in the revised Constitution of Sierra Leone 2017 and the Nation's Mid-Term National Development Plan.

III. Functions / Key Results Expected

A National Consultant will be hired and will work closely with a Technical Coordinator from the Ministry of Social Welfare to review the existing Persons with Disability Act, 2011. The Technical Coordinator will support UNDP in developing the TOR and Cabinet Paper while the National Consultant being sought through the TOR will work closely with the Technical Coordinator and other relevant stakeholders in executing the objective of the assignment.

Overall responsibilities:

The purpose of this process is to recruit a suitably qualified individual that would be supported by a Technical Coordinator to review the existing PWD Act, 2011 considering emerging trends and issues on disability. The assignment will require the consultant to do an in-depth work on disability covering but not limited to the

undermentioned areas:

- a) Education
- b) Health
- c) Employment
- d) Accessibility
- e) Transport
- f) Access to Justice
- g) Participation in public and political life
- h) Economic Empowerment
- i) Social Protection

Specific tasks will include but not limited to:

1.1.

The national consultant is required to:

- a. identify and categorize relevant public and private stakeholders in the disability sector
- b. review relevant existing Human Rights reports, services and programmes and consider how the reports' recommendations can be incorporated in this review process for improved service delivery
- c. review current and related laws to ensure issues of disability are addressed
- d. review programmes and trainings for PWDs to ensure their autonomous survival
- e. consider measures that should be undertaken to promote awareness on disability rights-based model to foster greater understanding of disability and to enhance attitudinal change
- f. consider measures and safeguards for the protection of PWDs particularly the most vulnerable such as children, women including those with mental and intellectual disability in the family, community and institutions

1.2. Risks and impacts

The consultant shall determine the following risks among others:

- a. How the lack of political commitment will negatively affect this process
- b. How funding for the completion of the process is critical
- c. Which partners and stakeholders are indispensable in this process
- d. How the failure to adhere to approved roadmap will impact the process

IV. Deliverables

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

No	Deliverables	Due Date
1	Develop a roadmap for the implementation of the assignment	July 2020
2	Identify key stakeholders to enhance relevant information on disability	July 2020
3	Convene stakeholders' engagements to identify gaps and other related issues	August 2020
4	Compile a report on the successes and challenges in implementing the existing PWD Act, 2011	September 2020
5	Hold validation sessions to ascertain the accuracy of information provided	September 2020
6	Produce draft report of the revised bill after incorporating comments from reviewers (if any)	September 2020
7	Share draft with Law Officers Department	September 2020
8	Develop Cabinet Memorandum	October 2020
9	Forward approved bill to Parliament	October 2020

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Skills required: The assignment requires an Individual who can demonstrate adequate technical capacity and expertise in the field of Disability and Development, Sociology and Human Rights.

Qualification and Experience**Education:**

Advanced university degree (Master's degree minimum or its equivalent) in the aforementioned fields

The individual consultant must have

- Previous experience in undertaking studies on disability, development, human rights etc
- Minimum 5 years professional experience in working with vulnerable groups especially PWDs
- Demonstrated understanding of Local and International Human Rights Instruments and their impact on PWDs
- Knowledge and professional experience in conducting studies to support the empowerment of PWDs.

VII. How to Apply

Qualified consultants are hereby requested to apply to the call by submitting the following through UNDP career website:

- CV of technical experts indicating relevant professional experience
- Description of similar assignment undertaken by the firm with relevant document
- Technical Proposal detailing description (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, and specified other costs if applicable, including travel costs and DSA).

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer 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.

Please note that applications will only be considered if they include ALL of the items listed above.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

APPLICATION PROCESS¹

Recommended Presentation of Proposal:

- Letter of Confirmation of Interest and Availability** using the [template](#)² provided by UNDP;
- CV** and a **Personal History Form** ([P11 form](#)³);
- 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)
- 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,

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>

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

³ http://www.undp.org/content/dam/undp/library/corporate/Careers/P11_Personal_history_form.doc

- e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference "To support review and amendment of the human Rights Commission of Sierra Leone(HRCSL) Act, 2004 to meet modern demands of National Human Rights Institution: 4904 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. Payment Modality

Payment to the Consultant will be done as follows **(To be determined by UNDP)**

- 20% paid upon submission of inception report including work plan, methodology and data collection tools)
- 60% upon the conduct of validation workshop and submission of revised bill.

20% paid upon incorporation of comment and submission of final draft bill.

6. EVALUATION

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	700
Education: (Maximum Points: 100). ➤ Advanced University degree in social sciences	10%	100
Experience: (Maximum Points: 150). ➤ Must have undertaken research in Sierra Leone and or the region relating to local governance, institutional strengthening and policy development in the last ten years ➤ Must be familiar with state and non-state actors working in the above fields ➤ Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region ➤ The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone ➤ Experience in supporting policy development is an added asset	15%	150
➤ Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop.	10%	100
<i>Analytical capabilities</i> ➤ Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data. ➤ Quantitative and qualitative data management skills Competence in the use of collective intelligence will be an advantage	10%	100
<i>Interpersonal and communication skills:</i> ➤ Strong interpersonal skills and communication skills, ➤ Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs ➤ Strong written communication skills to produce external communication materials. ➤ Demonstrated ability to train and build capacity of others	5%	50
<i>Integrity</i> • Demonstrates integrity by modelling the UN's values and ethical standards	5%	50
<i>Managing complexity</i> ➤ Demonstrates openness to change and ability to receive/integrate feedback;	10%	100

<ul style="list-style-type: none"> ➤ Negotiating skills, and the ability to cope with situations which may pose conflict, ➤ Ability to solve complex problems with minimal supervision ➤ Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations. 		
Results-orientation <ul style="list-style-type: none"> ➤ Demonstrated understanding of results-based management. ➤ Ability to prioritize. ➤ Use of results language for communication ➤ Writing and communication will be in English and must have excellent communication skills in English. The consultant must bring his/her own computing equipment. 	5%	50
Financial (Lower Offer/Offer*100) 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.	30%	300
Total Score	Technical Score * 70% + Financial Score * 30%	

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.

Yonah Samo

Yonah Samo
Procurement Specialist

ANNEX

ANNEX 1- TERMS OF REFERENCES (TOR)

ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS



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UNITED NATIONS DEVELOPMENT PROGRAMME

Terms of Reference

I. Position Information

Job Code Title: Consultancy to Review the Persons with Disability Act, 2011.

Duty Station: Freetown, Sierra Leone with field visits across the country

Contract Modality: National Consultant and a Technical Coordinator

Duration: 4 months

II. Background

The Sierra Leone Persons with Disability Act 2011 has been widely critiqued for several noticeable flaws that prevent persons with disabilities from accessing social services on equal terms with their abled counterparts. The new Persons with Disability Bill will seek to repeal and replace the Act. The review is essential in order to take into account the provisions of the revised Constitution of Sierra Leone 2017, existing national legislations especially the Medium-Term National Development Plan and the United Nations Convention on the Rights of Persons with Disabilities (UNCPRD).

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gaps and provide recommendations to ensure that persons with disabilities can access the myriad of increased opportunities and rights as enshrined in the revised Constitution of Sierra Leone 2017 and the Nation's Mid-Term National Development Plan.

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- j) Education
- k) Health
- l) Employment
- m) Accessibility
- n) Transport
- o) Access to Justice
- p) Participation in public and political life
- q) Economic Empowerment
- r) Social Protection

Specific tasks will include but not limited to:

1.3.

The national consultant is required to:

- g. identify and categorize relevant public and private stakeholders in the disability sector
- h. review relevant existing Human Rights reports, services and programmes and consider how the reports' recommendations can be incorporated in this review process for improved service delivery
- i. review current and related laws to ensure issues of disability are addressed
- j. review programmes and trainings for PWDs to ensure their autonomous survival
- k. consider measures that should be undertaken to promote awareness on disability rights-based model to foster greater understanding of disability and to enhance attitudinal change
- l. consider measures and safeguards for the protection of PWDs particularly the most vulnerable such as children, women including those with mental and intellectual disability in the family, community and institutions

1.4. Risks and impacts

The consultant shall determine the following risks among others:

- e. How the lack of political commitment will negatively affect this process
- f. How funding for the completion of the process is critical
- g. Which partners and stakeholders are indispensable in this process
- h. How the failure to adhere to approved roadmap will impact the process

IV. Deliverables

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

No	Deliverables	Due Date
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V. Payment Modalities

Payment to the Consultant will be done as follows (**To be determined by UNDP**)

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- 60% upon the conduct of validation workshop and submission of revised bill.

20% paid upon incorporation of comment and submission of final draft bill.

VI. Qualifications

Skills required: The assignment requires an Individual who can demonstrate adequate technical capacity and expertise in the field of Disability and Development, Sociology and Human Rights.

Qualification and Experience**Education:**

Advanced university degree (Master's degree minimum or its equivalent) in the aforementioned fields
The individual consultant must have

- Previous experience in undertaking studies on disability, development, human rights etc
- Minimum 5 years professional experience in working with vulnerable groups especially PWDs
- Demonstrated understanding of Local and International Human Rights Instruments and their impact on PWDs
- Knowledge and professional experience in conducting studies to support the empowerment of PWDs.

VII. How to Apply

Qualified consultants are hereby requested to apply to the call by submitting the following through UNDP career website:

- CV of technical experts indicating relevant professional experience
- Description of similar assignment undertaken by the firm with relevant document
- Technical Proposal detailing description (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, and specified other costs if applicable, including travel costs and DSA).

Deadline for application is not later than **two weeks** after the advert.

Note:

- The information in the breakdown of the offered lump sum amount provided by the offer 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.

Please note that applications will only be considered if they include ALL of the items listed above.

IX. Evaluation criteria

Criteria	Weight	Max. Point	
Technical Competence (based on CV, Proposal and interview (if required))	70%	700	
Education: (Maximum Points: 100).		100	
➤ Advanced University degree in social sciences	10%		
Experience: (Maximum Points: 150).			
➤ Must have undertaken research in Sierra Leone and or the	15%	150	

<p>region relating to local governance, institutional strengthening and policy development in the last ten years</p> <ul style="list-style-type: none"> ➤ Must be familiar with state and non-state actors working in the above fields ➤ Demonstrated understanding of policies and laws relating to local governance in Sierra Leone or the region ➤ The Consultant must have in-depth understanding of the political structure and local governance in Sierra Leone ➤ Experience in supporting policy development is an added asset 			
<ul style="list-style-type: none"> ➤ Clear understanding of the assignment: Clear understanding of the assignment as demonstrated in the proposal, overall proposed methodology (comprehensiveness and completeness) time frame, feedback/validation workshop. 	10%	100	
<p><i>Analytical capabilities</i></p> <ul style="list-style-type: none"> ➤ Strategic vision, strong technical and analytical capabilities and demonstrated ability to collect, analyze and interpret data. ➤ Quantitative and qualitative data management skills <p>Competence in the use of collective intelligence will be an advantage</p>	10%	100	
<p><i>Interpersonal and communication skills:</i></p> <ul style="list-style-type: none"> ➤ Strong interpersonal skills and communication skills, ➤ Proven ability to work in a team, develop synergies and establish effective working relations within MDAs, with persons of different UN Agencies, government counterparts, donors and NGOs ➤ Strong written communication skills to produce external communication materials. ➤ Demonstrated ability to train and build capacity of others 	5%	50	
<p><i>Integrity</i></p> <ul style="list-style-type: none"> • Demonstrates integrity by modelling the UN's values and ethical standards 	5%	50	
<p><i>Managing complexity</i></p> <ul style="list-style-type: none"> ➤ Demonstrates openness to change and ability to receive/integrate feedback; ➤ Negotiating skills, and the ability to cope with situations which may pose conflict, ➤ Ability to solve complex problems with minimal supervision ➤ Ability to work with small multi-disciplinary, multi-national teams to deliver quality products in high stress, short deadline situations. 	10%	100	
<p><i>Results-orientation</i></p> <ul style="list-style-type: none"> ➤ Demonstrated understanding of results-based management. ➤ Ability to prioritize. ➤ Use of results language for communication ➤ Writing and communication will be in English and must have 	5%	50	

excellent communication skills in English. The consultant must bring his/her own computing equipment.			
Financial (Lower Offer/Offer*100) 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.	30%	300	
Total Score	Technical Score * 70% + Financial Score * 30%		



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GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-

contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by

the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give

the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such

areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to

Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines

or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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