

ADVERTISEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Consultancy to support development of a gender responsive strategic plan (2021-2025) of the Human Rights Commission of Sierra Leone (HRCSL)

(IC – National).

Date: August 24, 2020

Procurement Notice No.: SLE/ICPN/2020/015

Country: Sierra Leone

Description of the assignment: National Consultant, to support development of a gender responsive strategic plan (2021-2025) of the Human Rights Commission of Sierra Leone (HRCSL)

Project Name: Support to capacity strengthening of the HRCSL for effective promotion and protection of human rights.

Period of assignment: 40 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 September 3, 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 support to develop a gender responsive strategic plan (2021-2025) for the HRCSL forms part of the project on strengthening the capacity of the HRCSL to effectively deliver on its mandate of human rights promotion and protection in Sierra Leone, in accordance with the HRCSL Act, 2004 and international human rights norms and standards. The project is jointly funded by the Embassy of Ireland and UNDP to support the Commission's national priorities, thereby complementing the efforts of the Government of Sierra Leone (GoSL). Within the broad objective of the project, the key focus is on enhancing the institutional and human resource capacities of the Commission and fostering effective engagement with relevant stakeholders both at the national and regional levels on issues of human rights and enhancing accountability for human rights violations by the state and its agents.

The project contributes to cluster four (Governance and Accountability for Results) of the Sierra Leone's Medium-term National Development Plan (MT-NDP 2019–2023), specifically to the broad result area 4.5 promoting inclusive and accountable justice institutions. The interventions are aligned with UNDP's Country Programme Document (CPD) Output 2.1: Capacities of targeted oversight and accountability institutions strengthened to perform their mandates and the Sustainable Development Goals (SDGs) 16: 'Promoting peace, justice and strong institutions' and SDG 5: 'Promoting gender equality and empowerment of women and girls' in order to enhance access to justice for women and to reduce violence against women (VAW). It aligns with the Irish Aid Mission Plan (IAMP), contributing to Output 10: National systems for delivering credible and inclusive elections and guaranteeing human rights are strengthened.

In 2004, the HRCSL was established by an Act of Parliament with the mandate to promote and protect human rights of all in Sierra Leone. The Commission commenced operations in 2007 with support from a UNDP-managed Peacebuilding Fund (PBF). The HRCSL has made significant achievements to position itself as a credible national human rights institution. As a result, the HRCSL has received for the second time the grade 'A' status rating by the Global Alliance of National Human Rights Institutions (GANHRIs) as an indication of the significant results achieved in delivering on its mandate in compliance with the Paris Principles. Maintaining the existing A status is extremely crucial for the Commission, amidst persisting institutional challenges.

In April 2019, a new set of five Commissioners were appointed to facilitate the smooth operations of the Commission and in July 2019, the HRCSL adopted a resolution to establish four additional Directorates. The Directorates include: (i) Business and Human Rights (BHR) and Labour Relations, (ii) Gender and Children's Affairs, (iii) International Mechanism and Treaty Body Reporting, and (iv) Migration and Human Trafficking. These Directorates will complement the originally established six (6) Directorates of Complaints, Investigations and Legal Services (DCILS), Programme Monitoring and Research, Education Communication and Training, Regional Affairs, Administration and Finance, and Programme Planning Monitoring and Evaluation.

The HRCSL is presently concluding the implementation of its third strategic plan (2016-2020) which

logically necessitates the development of the fourth strategic plan. In December 2019, UNDP recruited a consultant to conduct a comprehensive capacity assessment of the Commission with emphasis on both its technical and operational capacity issues, through multi-stakeholders' consultations. Among other things, the findings of this comprehensive assessment will inform the development of the new HRCSL strategic plan.

The HRCSL works in a challenging environment where majority of the Sierra Leone populace hold very high expectations of the Commission with regards to its response time and actions to address issues of human rights violations. However, the Commission's effective operation continues to be challenged by lack of adequate funding and some capacity issues. Further, COVID 19 has brought to the fore a number of human rights issues. The disease has impelled the Sierra Leone, to declare a State of Emergency with "lawful" restriction on certain rights and its implications in terms of scope and other legal issues arising thereof. The restrictive COVID 19 response policies have been more disruptive for the poor who thrive in the informal sector economy. COVID 19 has had an impact on human rights in Sierra Leone as elsewhere in our world system. In a country with a large informal economy, the effects on the right to work, food, affordable health, among any others, have been severe. The impact of COVID-19 on all facets of life in a manner that was not foreseeable suggests that the HRCSL will be required to work innovatively in future.

2. OBJECTIVES AND SCOPE OF EVALUATION

The overall objective of the consultancy is to lead the development of a gender responsive Strategic Plan (SP) (2021-2025), which will serve as the blueprint for the Commission's human rights protection and promotion programme over the next five years. The strategic plan will articulate the strategic needs and priorities of the Commission. relevant issues and lacunas identified and proposals for amendment of the Act as per discussions emanating from the TWG which will be eventually submitted to guide the work of the Legal Draftsperson in the Ministry of Justice.

The prospective consultant will work under the direct supervision of the Rule of Law Programme Manager and in collaboration with relevant staff of UNDP, work extensively with the HRCSL and consult relevant in-country national including civil society organisations (CSOs), including women's groups and international partners, in particular the Embassy of Ireland, in carrying out this assignment. Specifically, the consultant will carry out the following key tasks:

Undertaking a gender focused human rights contextual review and analysis: The consultant carry out extensive literature review of development and policy frameworks relevant to the mandate of the HRCSL and conduct an analysis of the human rights situation of the country with a focus on the protection needs of women, children and persons with disabilities (PWD). S/he will analyse broadly the issues and challenges affecting, but not limited to, the enjoyment of civil and political rights, economic social and cultural rights of people. The consultant will further review the HRCSL's institutional capacity of its procedures and processes in addressing the needs of women, children, persons with disability and conduct an analysis of the achievements, challenges and gaps of its previous strategic plan and lessons learnt from the implementation of the same.

Developing the Strategic Direction of the HRCSL: The consultant will facilitate a multi-stakeholders process for the ultimate elaboration of the HRCSL strategic direction for the next five years. This process will rely, among other things, on information elicited through extensive consultations and the review of relevant documents including the report of the comprehensive capacity assessment of the HRCSL and the capacity building plan developed thereof.

Accordingly, the consultant will:

- ☐ Identify and articulate the Commission's strategic objective or outcomes and the key results areas and make salient recommendations;
- ☐ Develop a strategy for achieving the strategic objectives and key results;
- ☐ Develop a multi-year work plan and resource requirement/financing of the strategic components;
- ☐ Develop a monitoring and evaluation framework
- ☐ Facilitate a stakeholder workshop to validate the draft SP (2021-2025) and incorporate relevant inputs;
- ☐ Prepare a final consultancy report.

Expected Outputs and Deliverables

Under the supervision of the UNDP Rule of Law Programme Specialist, and in coordination with the Senior Rule of Law and Human Rights Officer, Commissioners and staff of the HRCSL and relevant partners, the consultant will accomplish the following deliverables in accordance with the stipulated timelines covering a total period of forty (40) days.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required <i>(Indicate designation of person who will review output and confirm acceptance)</i>
An inception report detailing a well-thought-out methodology, strategies and work plan of the assignment developed.	Four days	2020-09-14	RoL Portfolio Manager
A gender focused human rights contextual review and analysis undertaken and a draft HRCSL SP (2021-2025) developed.	Twenty-one days	2020-10-12	RoL Portfolio Manager

	A validation of draft gender responsive SP (2021-2025) conducted, inputs incorporated, and final report submitted.	Fifteen days	2020-11-02	RoL Portfolio Manager

3. QUALIFICATIONS OF THE SUCCESSFUL INDIVIDUAL CONTRACTOR (IC)

Education:	Master's degree in law, Human Rights, Public Policy or Development Studies.
Experience:	<ul style="list-style-type: none"> ▪ Minimum of seven (7) years of relevant professional experience in strategic planning and management, including supporting capacity development programmes for human rights and rule of law institutions or civil society organisations. ▪ Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of facilitating a forum on the development and/or review of policies and strategic plans; ▪ Understanding of basic gender concepts and principles, skills, experience and commitment; ▪ Experience in developing PowerPoint presentations and facilitation of large and small groups; ▪ Strong writing and oral communications skills; ▪ Strong analytical and reporting skills, and experience of presenting complex technical information in an easily comprehensible way.
Language Requirements:	Strong ability to communicate clearly in written and spoken English.

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 [template](#)² provided by UNDP;
- b) **CV and a Personal History Form** ([P11 form](#)³);
- c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as

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>

²

<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

the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

- d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,
- e) as per template attached to the Letter of Confirmation of Interest template. If an applicant is employed by an organization/company/institution, and he/she expects his/her employer to charge a management fee in the process of releasing him/her to UNDP under Reimbursable Loan Agreement (RLA), the applicant must indicate at this point, and ensure that all such costs are duly incorporated in the financial proposal submitted to UNDP.

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference “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. 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 fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

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

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Payment
An inception report detailing a well-thought-out methodology, strategies and work plan of the assignment developed.	Four days	2020-09-14	20%
A gender focused human rights contextual review and analysis undertaken and a draft HRCSL SP (2021-2025) developed.	Twenty-one days	2020-10-12	50%
A validation of draft SP (2021-2025) conducted, inputs incorporated, and final report submitted.	Fifteen days	2020-11-02	30%

6. EVALUATION

Qualified applicants are required to submit both technical and financial proposals through the link provided.

Technical proposal comprising of the following:

- Duly accomplished **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;
- Personal CV or P11, indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references;
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 2 page) for how you will approach and complete the assignment.

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head of Procurement, Mr. Yonah Samo on email:

yonah.samo@undp.org

K. Criteria for Selection of 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%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [25 marks].
- Demonstrated experience in similar work of facilitating stakeholders' engagement including the development and/or review of laws, policies and strategic plans for national human rights or government institutions in developing or post-conflict countries. [25 marks].
- Experience in developing and delivering training programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [20 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

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

UNITED NATIONS DEVELOPMENT PROGRAMME

TERMS OF REFERENCE



Empowered lives.
Resilient nations.

Basic Information

Title	Consultancy to support development of a gender responsive strategic plan (2021-2025) of the Human Rights Commission of Sierra Leone (HRCSL)
Department/Unit	Inclusive Democratic Governance Cluster
Supervisor	Rule of Law Programme Specialist
Duration	Forty (40) Days
Type of Contract	National Consultant
Location	Freetown with travel to the regions
Application deadline	28 th August 2020

1.1.1 A. Project Title

Support to capacity strengthening of the HRCSL for effective promotion and protection of human rights.

1.1.1.1 B. Project Description

The support to develop a gender responsive strategic plan (2021-2025) for the HRCSL forms part of the project on strengthening the capacity of the HRCSL to effectively deliver on its mandate of human rights promotion and protection in Sierra Leone, in accordance with the HRCSL Act, 2004 and international human rights norms and standards. The project is jointly funded by the Embassy of Ireland and UNDP to support the Commission's national priorities, thereby complementing the efforts of the Government of Sierra Leone (GoSL). Within the broad objective of the project, the key focus is on enhancing the institutional and human resource capacities of the Commission and fostering effective engagement with relevant stakeholders both at the national and regional levels on issues of human rights and enhancing accountability for human rights violations by the state and its agents.

The project contributes to cluster four (Governance and Accountability for Results) of the Sierra Leone's Medium-term National Development Plan (MT-NDP 2019–2023), specifically to the broad result area 4.5 promoting inclusive and accountable justice institutions. The interventions are aligned with UNDP's Country Programme Document (CPD) Output 2.1: Capacities of targeted oversight and accountability institutions strengthened to perform their mandates and the Sustainable Development Goals (SDGs) 16: 'Promoting peace, justice and strong institutions' and SDG 5: 'Promoting gender equality and empowerment of women and girls' in order to enhance access to justice for women and to reduce violence against women (VAW). It aligns with the Irish Aid Mission Plan (IAMP), contributing to Output 10: National systems for delivering credible and inclusive elections and guaranteeing human rights are strengthened.

C. Background

In 2004, the HRCSL was established by an Act of Parliament with the mandate to promote and protect human rights of all in Sierra Leone. The Commission commenced operations in 2007 with support from a UNDP-managed Peacebuilding Fund (PBF). The HRCSL has made significant achievements to position itself as a credible national human rights institution. As a result, the HRCSL has received for the second time the grade 'A' status rating by the Global Alliance of National Human Rights Institutions (GANHRIs) as an indication of the significant results achieved in delivering on its mandate in compliance with the Paris Principles. Maintaining the existing A status is extremely crucial for the Commission, amidst persisting institutional challenges.

In April 2019, a new set of five Commissioners were appointed to facilitate the smooth operations of the Commission and in July 2019, the HRCSL adopted a resolution to establish four additional Directorates. The Directorates include: (i) Business and Human Rights (BHR) and Labour Relations, (ii) Gender and Children's Affairs, (iii) International Mechanism and Treaty Body Reporting, and (iv) Migration and Human Trafficking. These Directorates will complement the originally established six (6) Directorates of Complaints, Investigations and Legal Services (DCILS), Programme Monitoring and Research, Education Communication and Training, Regional Affairs, Administration and Finance, and Programme Planning Monitoring and Evaluation.

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The HRCSL works in a challenging environment where majority of the Sierra Leone populace hold very high expectations of the Commission with regards to its response time and actions to address issues of human rights violations. However, the Commission's effective operation continues to be challenged by lack of adequate funding and some capacity issues. Further, COVID 19 has brought to the fore a number of human rights issues. The disease has impelled the Sierra Leone, to declare a State of Emergency with "lawful" restriction on certain rights and its implications in terms of scope and other legal issues arising thereof. The restrictive COVID 19 response policies have been more disruptive for the poor who thrive in the informal sector economy. COVID 19 has had an impact on human rights in Sierra Leone as elsewhere in our world system. In a country with a large informal economy, the effects on the right to work, food, affordable health, among any others, have been severe. The impact of COVID-19 on all facets of life in a manner that was not foreseeable suggests that the HRCSL will be required to work innovatively in future.

1.1.1.1.2 Objectives/Purpose of the Consultancy

The overall objective of the consultancy is to lead the development of a gender responsive Strategic Plan (SP) (2021-2025), which will serve as the blueprint for the Commission's human rights protection and promotion programme over the next five years. The strategic plan will articulate the strategic needs and priorities of the Commission.

1.1.1.1.3 D. Scope of Work

The prospective consultant will work under the direct supervision of the Rule of Law Programme Manager and in collaboration with relevant staff of UNDP, work extensively with the HRCSL and consult relevant in-country national including civil society organisations (CSOs), including women's groups and international partners, in particular the Embassy of Ireland, in carrying out this assignment. Specifically, the consultant will carry out the following key tasks:

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Accordingly, the consultant will:

- Identify and articulate the Commission's strategic objective or outcomes and the key results areas and make salient recommendations;
- Develop a strategy for achieving the strategic objectives and key results;
- Develop a multi-year work plan and resource requirement/financing of the strategic components;
- Develop a monitoring and evaluation framework
- Facilitate a stakeholder workshop to validate the draft SP (2021-2025) and incorporate relevant inputs;
- Prepare a final consultancy report.

1.1.1.1.4 D. Deliverables and Timelines

Under the supervision of the UNDP Rule of Law Programme Specialist, and in coordination with the Senior Rule of Law and Human Rights Officer, Commissioners and staff of the HRCSL and relevant partners, the consultant will accomplish the following deliverables in accordance with the stipulated

timelines covering a total period of forty (40) days.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required <i>(Indicate designation of person who will review output and confirm acceptance)</i>
An inception report detailing a well-thought-out methodology, strategies and work plan of the assignment developed.	Four days	2020-09-14	RoL Portfolio Manager
A gender focused human rights contextual review and analysis undertaken and a draft HRCSL SP (2021-2025) developed.	Twenty-one days	2020-10-12	RoL Portfolio Manager
A validation of draft gender responsive SP (2021-2025) conducted, inputs incorporated, and final report submitted.	Fifteen days	2020-11-02	RoL Portfolio Manager

E. Institutional Arrangement

The consultant will work under the direct supervision of UNDP RoL Portfolio Manager and the RoL team. S/he is directly responsible to RoL Portfolio Manager for all the relevant documents, presentations and outputs delivered by the consultant. S/he will keep UNDP and the HRCSL updated on the progress made. The final draft report shall be shared with UNDP and the Commission for inputs before it is finalised.

F. Duration of the Work

The expected duration of work to be performed is forty (40) days which is expected to end upon satisfactory completion of deliverables no later than 2 November 2020.

1.1.1.1.4.1.1.1.1 G. Duty Station

The duty station for the prospective consultant is Freetown, with travel to the provinces to engage stakeholders. S/he is expected to ensure effective consultations and engagement with stakeholders, in particular the HRCSL and the decentralised human rights structures including the District Human Rights Committees in order to ensure a balanced understanding of the human rights issues. The HRCSL comprehensive capacity assessment commissioned by UNDP with funding from the Irish Aid, will also

provide useful insight into the human rights issues and challenges.

2 H. Required Qualification and Experience

Education:	Master degree in Law, Human Rights, Public Policy or Development Studies.
Experience:	<ul style="list-style-type: none"> ▪ Minimum of seven (7) years of relevant professional experience in strategic planning and management, including supporting capacity development programmes for human rights and rule of law institutions or civil society organisations. ▪ Demonstrated experience in working with government partners and other stakeholders in public sector development programs especially in the area of facilitating a forum on the development and/or review of policies and strategic plans; ▪ Understanding of basic gender concepts and principles, skills, experience and commitment; ▪ Experience in developing PowerPoint presentations and facilitation of large and small groups; ▪ Strong writing and oral communications skills; ▪ Strong analytical and reporting skills, and experience of presenting complex technical information in an easily comprehensible way.
Language Requirements:	Strong ability to communicate clearly in written and spoken English.

I. Scope of Price Proposal and Schedule of Payments

The individual contractor will receive a lump sum amount as consideration for the satisfactory performance of services and certified by the RoL Portfolio Manager. Payment for services will be done in instalment contingent upon the achievement of each deliverable or output according to the scheduled below.

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Payment
An inception report detailing a well-thought-out methodology, strategies and work plan of the assignment developed.	Four days	2020-09-14	20%

	A gender focused human rights contextual review and analysis undertaken and a draft HRCSL SP (2021-2025) developed.	Twenty-one days	2020-10-12	50%
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J. Submission of Application

Qualified applicants are required to submit both technical and financial proposals through the link provided.

Technical proposal comprising of the following:

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- Personal CV or P11, indicating all past experience from similar consultancy, as well as the contact details (email and telephone number) of the candidate and three (3) professional references;
- Brief description (max. 1 page) of why you consider yourself as the most suitable for the assignment, and a methodology (max. 2 page) for how you will approach and complete the assignment.

Financial proposal: Financial proposals are expected to be realistic indicating the all-inclusive fixed total contract price, supported by a breakdown of costs.

For any further clarification, you may contact the Head of Procurement, Mr. Yonah Samo on email: yonah.samo@undp.org

K. Criteria for Selection of 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%.

Criteria to be used for rating the qualifications and methodology

Technical evaluation criteria (total 70 points)

- Proposed methodology of approach to the consultancy [25 marks].

- Demonstrated experience in similar work of facilitating stakeholders' engagement including the development and/or review of laws, policies and strategic plans for national human rights or government institutions in developing or post-conflict countries. [25 marks].
- Experience in developing and delivering training programmes, facilitation of large and small groups and experience in working with a variety of stakeholders including the UN Agencies. [20 marks].

Only candidates obtaining a minimum of 49 points in the Technical Evaluation will be considered for the Financial Evaluation.

Financial evaluation (total 30 points)

All technically qualified proposals will be rated out of 30 points. The maximum points (30) will be assigned to the lowest financial proposal.

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.

Prepared by:

Reviewed by:

 Name: Alie B. Sesay
 Title: Snr. Rule of Law & Human Rights Officer
 Date:

 Name: Walter Neba Chenwi
 Title: RoL Programme Specialist
 Date:

Approved by:

 Name: Samuel Doe
 Title: Resident Representative
 Date:



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Resilient nations.

UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

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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

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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:

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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

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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..

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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

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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.

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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.

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