ADVERTIZEMENT

INDIVIDUAL CONSULTANT PROCUREMENT NOTICE (ICPN)

National Consultant: Produce a Report on Productive Transformation through Special Economic Zones (SEZ) in Sierra Leone

(IC – National).

Date: September 9, 2022

Procurement Notice No.: SLE/ICPN/SAU/2022/016

Country: Sierra Leone

Description of the assignment: National Consultant: Produce a Report on Productive Transformation through Special Economic Zones (SEZ) in Sierra Leone

Project Name: Productive Transformation through Special Economic Zones (SEZ) in Sierra Leone

Period of assignment: 50 working days from the commencement of the contract

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 September 20, 2022.

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.

Please ensure that your proposals (Technical and Financial) in separate envelopes but both sealed in one big enveloped reached UNDP Reception Area or the designated email: procure.sle@undp.org on or before the deadline. For proposals submitted in hardcopy, please register your submission, indicating among other things, the name of the Consultant submitting proposals, the name and telephone number the bearer submitting the proposal at Receptionist Desk and further ensure you deposits the envelop into the Tender Box located at the Reception Area.

SLE/ICPN/SAU/2022/016: National Consultant, Productive Transformation through Special Economic Zones (SEZ) in Sierra Leone
BACKGROUND

Background
Sierra Leone still suffers from persistent fragility and poverty after the end of the civil war in addition to the deadly Ebola epidemic and the COVID-19 pandemic that further threatened the achieved positive economic dynamics and progress in SDGs implementation. Sierra Leone has highly concentrated export baskets and the current trade structure makes the country highly exposed to external shocks, notably with the global economic fluctuations. The country is still facing low productivity as it relies mostly on exporting of unprocessed raw products and the growth generated has translated only into modest improvement in poverty and inequality reduction as well as employment creation. Sierra Leone continues to rely mostly in exporting primary products while the industrial and manufacturing sector that should be at the core of the transformation process, given their forward and backward linkages, remains weak.

More efforts are required towards achieving productive transformation characterized by economic diversification with the creation of new products, knowledge-based and higher value-added production, the improvement in productivity and the creation of decent jobs. Product diversification is of paramount importance as it makes strong predictions about future GDP growth. It is widely recognized that increased productivity is achieved in countries that were able to modernize their activities and creating advanced export goods.

The country faces challenges affecting trade, especially, intra-Africa trade/cross border trade, due to persistent and cumbersome trade barriers that drive trade into informality and contributes to lower levels of tax collection and enforcement of regulations. Traders across borders and regional markets face identical challenges - high tax rate, unfair tax system, poor services at border posts. These issues have been the major obstacles for diversification and economic transformation in the country. Firms in Sierra Leone need to be competitive in light of the changing continental and global contexts e.g. digitalisation, rapid urbanisation in Freetown, raising demand in urban food markets from middle-income class and demographic growth, new financing models for development, new partnerships from emerging economies. This will therefore require that the country reinforces capabilities and the business environment to produce and export more sophisticated and high-value products.

Sierra Leone could promote private sector development and leverage regional complementarities by developing Specialised Economic Zones (SEZs) and industrial clusters to improve competitiveness, business linkages and productivity of local firms, leveraging on the presence of international firms. In 2013, the Government of Sierra Leone established a tax-free economic zone in an attempt to opening up the country for investments. A 54-acre site was
secured outside Freetown with three-year tax holiday, duty- and tax-exemptions on imported goods, and guaranteed supplies of electricity and water for all companies in the zone. At present, the Ministry of Trade and Industry is developing an industrial policy for the country in which the re-establishment of SEZ is a key feature to attract and maintain foreign direct investments into the country. SEZs can facilitate new production and marketing networks and create linkages among domestic and foreign firms and investors in the country, and hence increase firms’ abilities to expand their business into new markets. Efficient SEZ are expected to improve and expand the manufacturing and services sectors for more value addition and job creation and contribute to sustainable and inclusive economic growth, reducing the environmental impact of productive activities at the national level. Despite these potential benefits, SEZs require a strong and stable governance structure to thrive. The creation of SEZs should be based on objective criteria and in fragile context like Sierra Leone, with a narrow fiscal space, SEZs should not fall captive to vested interest among others or over rely on fiscal incentive.

The SEZs need to adapt to the evolving context of global trade and investments and align with the AfCFTA strategy in order to better contribute to regional integration and stimulate trade in Sierra Leone.

**Objective and Scope of Work**

This study will examine patterns and drivers of economic diversification and sophistication in Sierra Leone, the prospects for industrialisation, and the crucial role that can be played by SEZs. It aims to propose actionable policy recommendations for the Government to unlock productive transformation and contribute to unleash the full potential of the Continental Free Trade Area (AfCFTA) for Sierra Leone’s productive transformation.

Adequate infrastructure and an attractive regulatory framework represent two key pillars on which the attractiveness of the SEZs is based. Developing them up to international standards require expertise, resources, and institutional capacity. This study will review the SEZs policy and recommend concretes actions to identify the capabilities and conditions required to set up efficient SEZs in the country.

The study will inform on how the SEZs, production networks and value chain development can accelerate enhance the ability of Sierra Leonean firms to tap rapidly evolving local and competitive global international markets.
Functions / Key Results Expected:
The specific responsibilities of the National Consultant are as follows:

The consultant will work closely with the UNDP and Ministry of Trade and Industry team, under the supervision of the UNDP Economic Advisor, in collaboration with the Chief Director at the Ministry will do the following:

- Brief overview of the state and strategies for diversification and sophistication in Sierra Leone building on the revised Industrial Policy
- Identify the structure, facilities and features needed to build successful and integrated Special Economic Zones (SEZs)
- Conduct an evidence-based analysis to ascertain SEZ location selection using multiple and robust criteria (economic, environmental, financial, social, sustainability, multiplier effect, infrastructure, capabilities required, investment climate, market size, geography and other factors)
- Engage with potential investors and different groups of relevant stakeholders, including the Government, collect and understand their insights and perceptions on SEZ location choices, opportunities, constraints and other characteristics
- Explore and recommend funding models for the various forms of SEZs
- Propose public policies for promoting the development of the private sector through SEZs and identify priority sectors/value chains
- Evaluate the opportunities, challenges and risks associated with the SEZs in Sierra Leone and territorial realities
- Provide recommendations on the creation of spaces for mutual learning, partnerships and exchange of best practices, especially to scale-up innovative business ideas and increase the competitiveness of local firms in Sierra Leone.
- Determine the capacity requirements (productive capability) for efficient SEZs
- Evaluate and provide recommendations on the required policies, notably clusters policies, and the catalytic investments needed to enhance resilience to vulnerabilities and shocks and increase local productivity by enabling businesses (especially trade and agro-based businesses) to access inputs, notably energy-dependant inputs
- Identify the strategies required and necessary steps to establish high-performing SEZs in accordance with the country’s comparative advantages and harness its natural resources in the today’s global context of volatility
- To perform other tasks relevant to the present assignment as requested
Deliverables

<table>
<thead>
<tr>
<th>NO</th>
<th>Deliverables</th>
<th>Estimated Completion Date Timeline in weeks</th>
<th>Related Payment</th>
<th>Review and Approval Required by</th>
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</thead>
<tbody>
<tr>
<td>01</td>
<td>Inception report</td>
<td>1</td>
<td>20%</td>
<td>UNDP</td>
</tr>
<tr>
<td>02</td>
<td>Collection of primary and secondary data</td>
<td>4</td>
<td>50%</td>
<td>UNDP</td>
</tr>
<tr>
<td>03</td>
<td>Production of zero draft report</td>
<td>3</td>
<td></td>
<td>UNDP</td>
</tr>
<tr>
<td>04</td>
<td>Present and discuss the findings of the study with key stakeholders</td>
<td>1</td>
<td>30%</td>
<td>UNDP</td>
</tr>
<tr>
<td>05</td>
<td>Submission of final report</td>
<td>1</td>
<td></td>
<td>UNDP</td>
</tr>
</tbody>
</table>

Recruitment Qualifications

Educational Background
Master’s degree in economics, development, finance, accounting, business administration, data science or related field

Experience

- Minimum 5 years of professional working experience in the public/private sector, academia, development partner’s institutions, international financing institutions and research institutions in the field of analytical research in economic development, development finance, foreign trade, investments promotion and business analysis.
  
  A previous experience in projects related to the creation of special economic zones is desirable.

- Ability to provide top quality policy advice services on investments and economic issues

- Experience in carrying out assessment and preparing reports on broad development, development finance issues and implementation of sustainable development goals (SDG)

- Familiarity with mixed methods research, particularly the collection and navigation of statistical databases
- Experience in the review and analysis of policy documents, international agreements and conventions; economic and business-related reports and performance indicators
- Experience in liaising with public and private sector stakeholders and engaging with public and private sector stakeholder dialogue activities (interviews, surveys, workshops, round-table, discussions, etc.)

**Competencies**

**Corporate:**

- Demonstrates integrity and fairness, by modelling the UN/UNDP’s values and ethical standards.
- Promotes the vision, mission and strategic goals of the UN and UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly.
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

**Functional:**

- Strong macroeconomic analytical, financial and statistical skills
- Strong researching skills
- Good knowledge of the development context and investment dynamics in the country
- Proficiency in Microsoft suits (word, excel, PowerPoint and outlook)
- Expertise in gathering and comprehensively analysing country-level data
- Strong communication skills, including ability to produce high quality practical advisory reports and knowledge products
- Good knowledge of the SDGs and financing for development issues
- Ability to network with stakeholders including Ministries, Departments and Agencies
- Good understanding of the country’s current national development plan
- Strong knowledge of the business environment, financial services sector and national development priorities

**Client Orientation and Communication**

- Strong oral and written communication skills;
- Excellent interpersonal and networking skills and the ability to establish and maintain effective working relations;
- Ability to use information and communication technology as a tool and resource
- Supports and encourages open communication and responds positively to critical feedback and differing points of view;
Ability to work in a multi-cultural environment and to communicate sensitively across different constituencies and awareness of political, social and cultural sensitivities;

 Builds strong relationships with clients and external actors.

**Language Requirement**

Excellent command of English language (written & oral)

**DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.**

**APPLICATION PROCESS**

**Recommended Presentation of Proposal:**

a) **Letter of Confirmation of Interest and Availability** using the template provided by UNDP;

b) **CV and a Personal History Form** (P11 form);

c) **Brief description of approach to work/technical proposal** of why the individual considers him/herself as the most suitable for the assignment, and a proposed methodology on how they will approach and complete the assignment; (max 1 page)

d) **Financial Proposal** that indicates the all-inclusive fixed total contract price and all other travel related costs (such as flight ticket, per diem, etc), supported by a breakdown of costs,

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

All application materials should be submitted to the address Fourah Bay Close, Off Main Motor Road, Wilberforce, Freetown in a sealed envelope indicating the following reference “**Produce a Report on Productive Transformation through Special Economic Zones (SEZ) in Sierra Leone**”, 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.

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


• 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.

FINANCIAL PROPOSAL

PAYMENT MILESTONES AND AUTHORITY

The prospective consultant will indicate the cost of services for each deliverable in Leone all-inclusive\(^4\) 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:

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

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

<table>
<thead>
<tr>
<th>Installment of Payment/ Period</th>
<th>Deliverables or Documents to be Delivered</th>
<th>Approval should be obtained</th>
<th>Percentage of Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1(^{st}) Installment</td>
<td>• Inception report</td>
<td>Yes</td>
<td>20%</td>
</tr>
<tr>
<td>2(^{nd}) Installment</td>
<td>• Collection of primary and secondary data</td>
<td>Yes</td>
<td>50%</td>
</tr>
<tr>
<td></td>
<td>• Production of zero draft report</td>
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</tr>
<tr>
<td>3(^{rd}) Installment</td>
<td>• Present and discuss the findings of the study with key stakeholders</td>
<td>Yes</td>
<td>30%</td>
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<tr>
<td></td>
<td>• Submission of final report</td>
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6. EVALUATION

The UNDP Sierra Leone will choose among one of these two evaluation methods prior to submit the have the Individual

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\(^4\) The term “All inclusive” implies that all costs (professional fees, travel costs, living allowances, communications, consummables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts submitted in the proposal.
Consultant Procurement Notice. Once the evaluation method has been selected the other one shall be deleted to avoid any misunderstanding

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

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

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

1. Academic qualification relevant to tasks – 15%
2. Experience in handling similar assignments including evidence of proof (certification/recommendation from previous employers) – 15%
3. Demonstrate knowledge, professional competence, and mastery of subject matter – 40%

Language Requirements:
Fluency in spoken and written English required

Financial evaluation (total 30 points, 30%):
All technically qualified proposals will be scored out 30 based on the formula provided below. The maximum points (30) will be assigned to the lowest financial proposal. All other proposals receive points according to the following formula: \( p = \frac{y (\mu/z)}{\mu} \) where: \( p \) = points for the financial proposal being evaluated; \( y \) = maximum number of points for the financial proposal; \( \mu \) = price of the lowest priced proposal; \( z \) = price of the proposal being evaluated.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
<th>Max. Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Competence (based on CV, Proposal and interview (if required))</td>
<td>70%</td>
<td>700</td>
</tr>
<tr>
<td><strong>Education: (Maximum Points: 150).</strong></td>
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</tr>
<tr>
<td>Academic qualification relevant to tasks – 15%</td>
<td>15%</td>
<td>150</td>
</tr>
<tr>
<td><strong>Experience: (Maximum Points: 150).</strong></td>
<td></td>
<td></td>
</tr>
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<td>150</td>
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</table>

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Demonstrate knowledge, professional competence, and mastery of subject matter – 40%

<table>
<thead>
<tr>
<th>Financial (Lower Offer/Offer*100)</th>
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</table>

**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: $p = y \left(\frac{\mu}{z}\right)$ where: $p =$ points for the financial proposal being evaluated; $y =$ maximum number of points for the financial proposal; $\mu =$ price of the lowest priced proposal; $z =$ price of the proposal being evaluated.

<table>
<thead>
<tr>
<th>Total Score</th>
<th>Technical Score * 70% + Financial Score * 30%</th>
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Sayed A. Sahibzada

Deputy Resident Representative

**ANNEX**

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

**ANNEX 2- INDIVIDUAL CONSULTANT GENERAL TERMS AND CONDITIONS**
UNITED NATIONS DEVELOPMENT PROGRAMME

JOB DESCRIPTION

Organizational Context

A. Background
Sierra Leone still suffers from persistent fragility and poverty after the end of the civil war in addition to the deadly Ebola epidemic and the COVID-19 pandemic that further threatened the achieved positive economic dynamics and progress in SDGs implementation. Sierra Leone has highly concentrated export baskets and the current trade structure makes the country highly exposed to external shocks, notably with the global economic fluctuations. The country is still facing low productivity as it relies mostly on exporting of unprocessed raw products and the growth generated has translated only into modest improvement in poverty and inequality reduction as well as employment creation. Sierra Leone continues to rely mostly in exporting primary products while the industrial and manufacturing sector that should be at the core of the transformation process, given their forward and backward linkages, remains weak.

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**Functions / Key Results Expected**

The specific responsibilities of the National Consultant are as follows:

The consultant will work closely with the UNDP and Ministry of Trade and Industry team, under the supervision of the UNDP Economic Advisor, in collaboration with the Chief Director at the Ministry will do the following:

- Brief overview of the state and strategies for diversification and sophistication in Sierra Leone building on the revised Industrial Policy
- Identify the structure, facilities and features needed to build successful and integrated Special Economic Zones (SEZs)
- Conduct an evidence-based analysis to ascertain SEZ location selection
using multiple and robust criteria (economic, environmental, financial, social, sustainability, multiplier effect, infrastructure, capabilities required, investment climate, market size, geography and other factors)

- Engage with potential investors and different groups of relevant stakeholders, including the Government, collect and understand their insights and perceptions on SEZ location choices, opportunities, constraints and other characteristics
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- Propose public policies for promoting the development of the private sector through SEZs and identify priority sectors/value chains
- Evaluate the opportunities, challenges and risks associated with the SEZs in Sierra Leone and territorial realities
- Provide recommendations on the creation of spaces for mutual learning, partnerships and exchange of best practices, especially to scale-up innovative business ideas and increase the competitiveness of local firms in Sierra Leone.
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- Evaluate and provide recommendations on the required policies, notably clusters policies, and the catalytic investments needed to enhance resilience to vulnerabilities and shocks and increase local productivity by enabling businesses (especially trade and agro-based businesses) to access inputs, notably energy-dependant inputs
- Identify the strategies required and necessary steps to establish high-performing SEZs in accordance with the country’s comparative advantages and harness its natural resources in the today’s global context of volatility
- To perform other tasks relevant to the present assignment as requested
## Competencies

### Corporate:

- Demonstrates integrity and fairness, by modelling the UN/UNDP’s values and ethical standards.
- Promotes the vision, mission and strategic goals of the UN and UNDP
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly.
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassment.

### Functional:

- Strong macroeconomic analytical, financial and statistical skills
- Strong researching skills
- Good knowledge of the development context and investment dynamics in the country
- Proficiency in Microsoft suits (word, excel, PowerPoint and outlook)
- Expertise in gathering and comprehensively analysing country-level data
- Strong communication skills, including ability to produce high quality practical advisory reports and knowledge products
- Good knowledge of the SDGs and financing for development issues
- Ability to network with stakeholders including Ministries, Departments and Agencies
- Good understanding of the country’s current national development plan
- Strong knowledge of the business environment, financial services sector and national development priorities

### Client Orientation and Communication

- Strong oral and written communication skills;
- Excellent interpersonal and networking skills and the ability to establish and maintain effective working relations;
- Ability to use information and communication technology as a tool and resource
- Supports and encourages open communication and responds positively to critical feedback and differing points of view;
- Ability to work in a multi-cultural environment and to communicate sensitively
across different constituencies and awareness of political, social and cultural sensitivities;
- Builds strong relationships with clients and external actors.

<table>
<thead>
<tr>
<th>Recruitment Qualifications</th>
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<tbody>
<tr>
<td><strong>Education:</strong></td>
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</table>
| **Experience:** | • Minimum 5 years of professional working experience in the public/private sector, academia, development partner’s institutions, international financing institutions and research institutions in the field of analytical research in economic development, development finance, foreign trade, investments promotion and business analysis. A previous experience in projects related to the creation of special economic zones is desirable.  
  • Ability to provide top quality policy advice services on investments and economic issues  
  • Experience in carrying out assessment and preparing reports on broad development, development finance issues and implementation of sustainable development goals (SDG)  
  • Familiarity with mixed methods research, particularly the collection and navigation of statistical databases  
  • Experience in the review and analysis of policy documents, international agreements and conventions; economic and business-related reports and performance indicators  
  • Experience in liaising with public and private sector stakeholders and engaging with public and private sector stakeholder dialogue activities (interviews, surveys, workshops, round-table, discussions, etc.) |
| Language Requirements: | Excellent command of English language (written & oral) |

**Selection Criteria**

Upon the advertisement of the Procurement Notice, qualified individual consultants are expected to submit both the Technical and Financial Proposals. Accordingly, individual consultants will be evaluated based on Cumulative Analysis as per the following scenario:

- Responsive/compliant/acceptable, and
- Having received the highest score out of set of weighted technical criteria (70%) and financial criteria (30%). Financial score shall be computed as a ratio of the proposal being evaluated and the lowest priced proposal received by UNDP for the assignment.

Below is the breakdown of scores for the technical proposal on 100% basis, which will be brought to 70%:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tr>
<td>Academic qualification</td>
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<tr>
<td>Professional experience as outlined above</td>
<td>40 %</td>
</tr>
<tr>
<td>Quality of previous work</td>
<td>15 %</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>70 %</strong></td>
</tr>
</tbody>
</table>

N/b: Only candidates obtaining a minimum of 70% of the total technical points would be considered for the Financial Evaluation
DELIVERABLES AND FINAL PRODUCTS

<table>
<thead>
<tr>
<th>NO</th>
<th>Deliverable</th>
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<td>05</td>
<td>Submission of final report</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

DURATION OF ASSIGNMENT, DUTY STATION AND EXPECTED PLACES OF TRAVEL

Duration of Assignment: September 2022 – November 2022 (50 working days.)

Duty Station: Office-based, Sierra Leone

INSTITUTIONAL ARRANGEMENTS

The Consultant will be engaged on a short-term basis 50 working days (September 2022 – November 2022 (50 working days) under the Individual Contract arrangement. The study will be delivered under the direct supervision of the Economic Advisor, in collaboration with the Chief Director of the Ministry of Trade.
UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

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

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

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

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

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

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

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

16.0 SETTLEMENT OF DISPUTES

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

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and
Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitative 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.