



## REQUEST FOR PROPOSAL (RFP)

### For

**Study on opportunities of installing modern energy powered technologies in the selected agriculture value chains and their financing opportunities**

NAME & ADDRESS OF FIRM:	DATE: June 5, 2017
	REFERENCE: UNDP /RFP/09/2017

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Study on opportunities of installing modern energy powered technologies in the selected agriculture value chains and their financing opportunities.**

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

Proposals may be submitted **on or before Monday, June 19, 2017 via courier mail or hand delivery to the address below:**

**Ref: UNDP/RFP/09/2017**  
**The Registry,**  
**United Nations Development Programme**  
**UN House, Pulchowk, Lalitpur, Nepal**  
Email: registry.np@undp.org

Your Proposal must be expressed in English, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

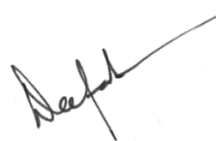
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Deepak Shrestha**  
Procurement Analyst  
6/5/2017

## Description of Requirements

Context of the Requirement	<p><b>The UN Capital Development Fund (UNCDF)</b> is the UN's capital investment agency for the world's 48 least developed countries. It creates new opportunities for poor people and their communities by increasing access to microfinance and investment capital. UNCDF focuses on Africa and the poorest countries of Asia, with a special commitment to countries emerging from conflict or crisis. It provides seed capital – grants and loans – and technical support to help financial service providers reach more poor households and small businesses, and local governments finance the capital investments that will improve poor people's lives. Financial inclusion means universal access, at a reasonable cost, to a wide range of financial services, provided by a variety of sound and sustainable institutions. The range of financial services includes savings, credit, insurance, payments, local money transfers and international remittances.</p> <p>UNCDF with the financial support from Government of Denmark is implementing an Access to Finance (A2F) component of UNNATI Programme in the seven hilly districts of Mechi and Kosi corridor – Taplejung, Paanchthar, Ilam, Dhankuta, Terhathum, Bhojpur and Sankhuwasabha through National implementation modality (NIM) in partnership with Nepal Rastra Bank (NRB). This programme has been designed to basically enhance and improve agricultural sector in Nepal. The objective of UNNATI is "Promotion of sustainable inclusive growth that reduces poverty and raises living standards." Within the context of UNATTI, the purpose of the A2F project is to support financial service providers to more effectively serve the agricultural value chain actors with appropriate financial products thereby enabling smallholder farmers and MSMEs to invest into their value chain activities leading to the sustained improvement in competitiveness of selected value chains. The A2F project interventions will have national impact with a specific focus given to the Eastern Development Region of Nepal. Further the activities of A2F should be, primarily, coordinated with the</p>
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	<p>activities of “Commercialization of selected value chains” Component 1 – sub-component 1.1.</p> <p>Under A2F, Output 1 (one) has visualized the deepening of financial services through the product value proposition and development and offering of appropriate financial products that meet the financial needs of smallholder farmers and micro small and medium enterprises (MSMEs). These activities are supplemented by strengthening of the financial capabilities of value chain actors to make best use of financial services on offer. Activities under this output will not only improve access to financial services but will also lead to improvement in use of these services. The objectives of this output are improving financial competencies of clients to increase the demand for services, and increase the number of financial products and adapt them to support the value chain activities. Development of agriculture financial literacy modules and manuals and dissemination of the same is one of the two major activities of Output 1 (one).</p> <p>A2F has created a Challenge Fund and selected 10 financial service providers (FSPs) through competitive process to finance the value chain actors. These FSPs have been expanding their outreach in the programme districts to provide financial services to the value chain actors.</p>
Implementing Partner of UNDP	NA
Brief Description of the Required Services <sup>1</sup>	<p>UNNATI has selected 4 value chains i.e dairy, large cardamom, ginger and orthodox tea for its interventions. There are ample opportunities to integrate energy and technologies at the various stages of the selected agriculture value chains to improve their efficiency and productivity. Many of the enterprises in these value chains have been using traditional energy sources or operating manually, which can be replaced with modern energy services. This will lead to improved efficiency and productivity.</p> <p>The entrepreneurs and the loan officers of A2F partner FSPs have limited awareness about these opportunities. This study will provide a reference for the project staffs to conduct trainings for loan officers to see the energy and technology interventions as opportunities for financing; and encourage the potential entrepreneurs to this transition. Similarly, the findings will also be</p>

<sup>1</sup>A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>used as reference to train the entrepreneurs on potential energy and technological interventions in the various stages of selected value chains.</p> <p>The scope of the assignment is to conduct the study on role of energy solutions and technologies, and their financing opportunities in the UNNATI selected agriculture value chains. Through this assignment, UNNATI A2F/UNCDF wants to develop reference material on potential technological and energy interventions to be used for training the FSPs staffs and potential entrepreneurs.</p> <p>The consultant will work independently but under the supervision of the UNNATI A2F project team, UNCDF National Programme Coordinator and CleanStart Project Coordinator. The consultant will coordinate with the UNNATI A2F project team to deliver the outputs of the assignment.</p> <p>UNNATI A2F project team will provide support to the consultant to meet with the clients, technology and equipment suppliers, partner financial institutions and renewable energy technology vendors.</p> <p>The assignment will take place in Kathmandu and Biratnagar and include a field trip to two to three A2F programme districts in the eastern development region to meet various stakeholders.</p>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>• A desk study report containing a list of the documents identified with a brief description of their content and relevance to the assignment; a review of international good practices and lessons learned from global best practices in integrating appropriate technologies and energy solutions in the selected value chain.</li> <li>• A final report on potential of integrating appropriate technologies and energy solutions in the selected value chain in the context of UNNATI A2F. The report will have 4 separate sections on 4 value chains.</li> <li>• Simple indicative financial analysis of at least 12 appropriate modern energy powered technologies potential to be installed in the selected value chain in the project areas.</li> <li>• Training materials: Three complete training curriculum (one for FSP managers/loan officers, one for vendors and one for potential entrepreneurs)</li> </ul>

Person to Supervise the Work/Performance of the Service Provider	UNCDF, UNNATI A2F				
Frequency of Reporting					
Progress Reporting Requirements					
Location of work	<input checked="" type="checkbox"/> At Contractor's Location in Kathmandu, Nepal with field visits				
Expected duration of work	3 Months				
Target start date	1 July 2017				
Latest completion date	30 September 2017				
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	
	Travel to Nepal: Kathmandu. Possible field travel: Biratnagar, and any two to three A2F programme districts. Ilam, Panchthar, Bhojpur, Tehrathum, Taplejung, Sankhuwasabha, Dhankuta are the A2F programme districts and district to be visited will be decided in consultation with the A2F team.	To be mentioned by the Service Provider in their proposal	Consultation with Stakeholders	To be mentioned by the Service Provider in the activity plan as part of their proposal	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Others: Not required				
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others: None				

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> <b>Required</b> <input type="checkbox"/> Not Required			
Currency of Proposal	<input checked="" type="checkbox"/> <b>NPR</b> <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b> <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> <b>120 days</b>  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.			
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b> <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]			
Payment Terms <sup>3</sup>	Outputs	Percentage	Timing	Condition for Payment Release
	Upon Submission of the Inception <b>report</b>	30%	As per ToR	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance
	Upon Submission of Final Draft report	40%	As per ToR	
	Upon Submission and approval of Final Report	30%	As per ToR	

<sup>2</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNCDF CO/BU requiring the service.

<sup>3</sup>UNCDF preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNCDF shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNCDF, in the same amount as the payment advanced by UNCDF to the Service Provider.

				(i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Senior Regional Technical Advisor, Inclusive Finance UNCDF, Bangkok			
Type of Contract to be Signed	<input checked="" type="checkbox"/> <b>Purchase Order</b> <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <input type="checkbox"/> Other Type of Contract			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score(based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.</b>			
Criteria for the Assessment of Proposal	<u><b>Technical Proposal (70%)</b></u> <input checked="" type="checkbox"/> <b>Demonstrated evidence of reputation, capacity of the organization and professional experience related to the assignment. 14%</b> <input checked="" type="checkbox"/> <b>Methodology, Its Appropriateness to the Condition and Timeliness of the assessment and recommendation of action plan 24.5%</b> <input checked="" type="checkbox"/> <b>CVs of the team members that will be working on the project and their expertise in this area and total number of days that will be spent by team members 31.5%</b>  <u><b>Financial Proposal (30%)</b></u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNCDF.			
	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b>			

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.



UNCDF will award the contract to:	<input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Service Providers</u>]</i>
Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)<sup>6</sup></b> <input checked="" type="checkbox"/> <b>Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i></b> <input type="checkbox"/> Others <sup>7</sup> <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p>Registry, UNDP Nepal  UN House, Pulchowk, Lalitpur, Nepal  Email: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a>  Written inquiries must be submitted mentioning RFP Ref: <b>UNDP/RFP/09/2017</b>, on or before 5:30pm Nepal Standard Time on <b>12 June 2017</b>.  <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a>.  Inquiries received after the above date and time shall not be entertained.</p> <p>Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup>Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup>A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Other Information [pls. specify]</p>	<p>The Financial evaluation will be carried out only for the technically qualified submissions that passed the minimum technical score of 70% (700 points) of the obtainable score of 1000 points in the evaluation of the technical proposals.</p> <p><b>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer.</b></p> <p>The outer envelope shall be</p> <p>Addressed to:  <b>The Registry</b>  <b>United Nations Development Programme</b>  <b>UN House, Pulchowk</b>  <b>Lalitpur, Nepal</b></p> <p>Marked with:  <b>UNDP/RFP/09/2017 Study on opportunities of installing modern energy powered technologies in the selected agriculture value chains and their financing opportunities.</b></p>
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## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNCDF in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNCDF General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNCDF by indicating the following:*

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNCDF, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UNCDF Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

### C. Qualifications of Key Personnel

<sup>9</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

*If required by the RFP, the Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	<b>Deliverable 1:</b> Upon Submission of the Inception report	30 % of the total amount	
2	<b>Deliverable 2:</b> Upon Submission of Final Draft report	40% of the total amount	
3	<b>Deliverable 3:</b> Upon Submission and approval of Final Report	30% of the total amount	
	<b>Total</b>	100%	

*\*This shall be the basis of the payment tranches*

**E. Cost Breakdown by Cost Component [This is only an Example]:**

<b>Description of Activity</b>	<b>Qty</b>	<b>Unit Cost</b>	<b>Total cost</b>
<b>I. Personnel Services</b>			
1. Services from Home Office			
a. Team leader- Expert on Appropriate Technology for Agriculture value chains (dairy, large cardamom, ginger and orthodox tea) (International)	1		
b. Agriculture Value Chain Expert (National)	1		
c. Energy Expert (National)	1		
<b>II. Out of Pocket Expenses (please select only the applicable items)</b>			
1. Travel Costs			
2. Daily Allowance			
2.1 Team Leader International			
2.2 Agriculture Value Chain Expert (National)			
2.3 Energy Expert (National)			
3. Communications			
4. Print/Reproduction			

5. Cost associated with the field work such as meetings, interviews and focussed group discussion (a detailed break down may be presented in a separate sheet)			
<b>III. Other Related Costs</b>			

*Note:*

*N.B. Administrative and all other associated costs need to be built into the above headings proportionately.*

*Proposal will be disqualified if it does not follow the above price schedule format.*

*Offerors can attach details of the cost breakdown as Annexes*

*Number of personnel and required days to deliver the services has been set by UNDP as indicated on the table above..*

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

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	35%	350
3.	Management Structure and Key Personnel	45%	450
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation	
A. Expertise of the Firm/Organization Evaluation (Points Obtainable 200)	
I. Expertise of firm / organisation submitting proposal (Points obtainable 200 Points)	
1.1 Reputation of Organisation and Staff (Competence / Reliability)	20
1.2 General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	30
1.3 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	20
1.4 Quality assurance procedures, warranty	20
<b>Sub total (1.1 to 1.4)</b>	<b>90</b>
1.5 Relevance of:	
- Experience on Similar Programme / Projects	60
- Experience on Projects in the Region	20
- Work for UNDP/ UNCDF/major multilateral/ or bilateral programmes	30
<b>Sub Total for 1.5</b>	<b>110</b>
<b>Total for Expertise of firm / organisation submitting proposal (I)</b>	<b>200</b>

B. Proposed Work Plan and Approach (Points obtainable 350 Points )	
II. Proposed Work Plan and Approach (Points obtainable 350 Points)	
2.1 To what degree does the Offeror understand the task?	50
2.2 Have the important aspects of the task been addressed in sufficient detail?	20
2.3 Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment?	30
2.4 Is the conceptual framework adopted appropriate for the task?	50
2.5 Is the scope of task well defined and does it correspond to the TOR?	50

2.6 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	150
<b>Total for Proposed Work Plan and Approach (II)</b>	<b>350</b>

<b>A. Personnel (Points obtainable 450 Points )</b>	
<b>III. Personnel (Points obtainable 450 Points)</b>	
<b>3.1 Team Leader- International (Expert on Appropriate technology for agriculture value chains)</b>	
International Experience	40
Experience in similar assignments.	80
Professional experience and substantive knowledge in the area of specialisation	60
Educational qualification and knowledge related to Appropriate Technology for agriculture value chains	70
<b>Sub Total for Team Leader</b>	<b>250</b>
<b>3.2 Agriculture Value Chain Expert national</b>	
National/International Experience	30
Experience in similar assignments.	50
Professional experience and substantive knowledge in the area of specialisation	40
Educational qualification and knowledge related to agriculture value chains	30
<b>Sub Total for Agriculture Value Chain Expert.</b>	<b>150</b>
<b>3.2 Energy Expert national</b>	
National/International Experience	10
Experience in similar assignments.	15
Professional experience and substantive knowledge in the area of specialisation	10
Educational qualification and knowledge related to clean energy powdered equipment in agriculture value chains	15
<b>Sub Total for Energy Expert.</b>	<b>50</b>
<b>Total for Personnel (III)</b>	<b>450</b>

<b>Grand Total (A+B+C)</b>	<b>1000</b>
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## I. Position Information

**Job Code Title:** Study on opportunities of installing modern energy powered technologies in the selected agriculture value chains and their financing opportunities.

**Programme:** UNNATI A2F

**Reports to:** UNCDF, UNNATI A2F

**Duty Station:** Kathmandu and Eastern Development Region of Nepal

**Duration:** 3 months

**Expected Starting Date:** June 2017

**CONSULTANT PRESENCE REQUIRED ON DUTY STATION/UNDP PREMISES:** Intermittent

## II. Organizational Context

**The UN Capital Development Fund (UNCDF)** is the UN's capital investment agency for the world's 48 least developed countries. It creates new opportunities for poor people and their communities by increasing access to microfinance and investment capital. UNCDF focuses on Africa and the poorest countries of Asia, with a special commitment to countries emerging from conflict or crisis. It provides seed capital – grants and loans – and technical support to help financial service providers reach more poor households and small businesses, and local governments finance the capital investments that will improve poor people's lives. Financial inclusion means universal access, at a reasonable cost, to a wide range of financial services, provided by a variety of sound and sustainable institutions. The range of financial services includes savings, credit, insurance, payments, local money transfers and international remittances.

UNCDF with the financial support from Government of Denmark is implementing an Access to Finance (A2F) component of UNNATI Programme in the seven hilly districts of Mechi and Kosi corridor – Taplejung, Paanchthar, Ilam, Dhankuta, Terhathum, Bhojpur and Sankhuwasabha through National implementation modality (NIM) in partnership with Nepal Rastra Bank (NRB). This programme has been designed to basically enhance and improve agricultural sector in Nepal. The objective of UNNATI is "Promotion of sustainable inclusive growth that reduces poverty and raises living standards." Within the context of UNATTI, the purpose of the A2F project is to support financial service providers to more effectively serve the agricultural value chain actors with appropriate financial products



thereby enabling smallholder farmers and MSMEs to invest into their value chain activities leading to the sustained improvement in competitiveness of selected value chains. The A2F project interventions will have national impact with a specific focus given to the Eastern Development Region of Nepal. Further the activities of A2F should be, primarily, coordinated with the activities of “Commercialization of selected value chains” Component 1 – sub-component 1.1.

Under A2F, Output 1 (one) has visualized the deepening of financial services through the product value proposition and development and offering of appropriate financial products that meet the financial needs of smallholder farmers and micro small and medium enterprises (MSMEs). These activities are supplemented by strengthening of the financial capabilities of value chain actors to make best use of financial services on offer. Activities under this output will not only improve access to financial services but will also lead to improvement in use of these services. The objectives of this output are improving financial competencies of clients to increase the demand for services, and increase the number of financial products and adapt them to support the value chain activities. Development of agriculture financial literacy modules and manuals and dissemination of the same is one of the two major activities of Output 1 (one).

A2F has created a Challenge Fund and selected 10 financial service providers (FSPs) through competitive process to finance the value chain actors. These FSPs have been expanding their outreach in the programme districts to provide financial services to the value chain actors.

### III. Functions/ Key expected results

#### **1. Scope of Work**

UNNATI has selected 4 value chains i.e dairy, large cardamom, ginger and orthodox tea for its interventions. There are ample opportunities to integrate energy and technologies at the various stages of the selected agriculture value chains to improve their efficiency and productivity. Many of the enterprises in these value chains have been using traditional energy sources or operating manually, which can be replaced with modern energy services. This will lead to improved efficiency and productivity.

The entrepreneurs and the loan officers of A2F partner FSPs have limited awareness about these opportunities. This study will provide a reference for the project staffs to conduct trainings for loan officers to see the energy and technology interventions as opportunities for financing; and encourage the potential entrepreneurs to this transition. Similarly, the findings will also be used as reference to train the entrepreneurs on potential energy and technological interventions in the various stages of selected value chains.

The scope of the assignment is to conduct the study on role of energy solutions and technologies, and their financing opportunities in the UNNATI selected agriculture value chains. Through this assignment, UNNATI A2F/UNCDF wants to develop reference material on potential technological and energy interventions to be used for training the FSPs staffs and potential entrepreneurs.

The consultant will work independently but under the supervision of the UNNATI A2F project team, UNCDF National Programme Coordinator and CleanStart Project Coordinator. The consultant will coordinate with the UNNATI A2F project team to deliver the outputs of the assignment.

UNNATI A2F project team will provide support to the consultant to meet with the clients, technology and equipment suppliers, partner financial institutions and renewable energy technology vendors.

The assignment will take place in Kathmandu and Biratnagar and include a field trip to districts in the eastern development region to meet various stakeholders.

## **2. Methodology**

### *A. Desk study*

The desk study aims at identifying good practices integrating energy and technology solutions in the selected value chains.

The desk study will (i) present a list of the documents identified with a summary description of their content and relevance to the assignment; (ii) list the main good practices and lessons learned from integrating energy and technology in the selected agriculture value chains worldwide, (iii) provide a review/analysis of the current interventions in selected value chains in Nepalese context, (iv) review market assessment reports and (v) store all relevant publications in a Dropbox folder.

### *B. Stakeholders consultations*

- ✓ Interaction with UNNATI Team in Kathmandu and Biratnagar
- ✓ Interaction with CleanStart Team in Kathmandu
- ✓ A visit of UNNATI's focal area of 7 districts along with UNNATI Value Chain Expert to get the clear picture and the feedback of different value chain members like farmers, buyers, stock keepers, etc.
- ✓ Meeting with local technology providers in Eastern Nepal and Kathmandu (energy and other equipment)
- ✓ Meeting with A2F partner Financial Institutions

### *C. Draft Report Preparation*

Based on the desk-study, field visit and consultations, the consultant will draft a report presenting the opportunities to integrate energy and technology solutions in the selected agriculture value chains. The report will also include some relevant examples from international experiences.

Proposed table of content for the report:

- a) A brief review of the selected agriculture value chain studies in the project areas.
- b) Good practices and lessons learned from integrating energy and technology in the selected agriculture value chains worldwide and in our neighbouring countries.
- c) Potential value addition options and markets in Nepalese context
- d) Technologies available for value addition.
- e) Required energy solutions to operate the suggested technologies/equipment
- f) Required skills for operating the suggested equipment.

- g) Required level of investment and role for financial institutions
- h) Recommendation

#### *D. Training materials*

The consultant will develop 3 training curricula based on the study report:

- ✓ The first curriculum will be a 1-day training for entrepreneurs in the selected value chain
- ✓ The second curriculum will be a 1 day training for bank and financial institutions.
- ✓ The third curriculum will be a half-day workshop/training for technology service providers

#### *E. Financial Analysis*

The consultant will conduct the simple indicative financial analysis of at least 12 appropriate modern energy powered technologies potential to be installed in the selected value chain in the project areas. The analysis should be from the farmers' perspective. This would also be a reference document for the partner financial service providers to develop the appropriate loan products for financing such technologies.

#### *F. Review process*

The report will be distributed to A2F partner FSPs and a few selected vendors for review. A full-day workshop will be organised to collect feedback from the FSPs and vendors. The consultant will adjust/correct the report and the training materials after the workshop including the feedback received.

### **3. Expected Outputs/Deliverables:**

- A desk study report containing a list of the documents identified with a brief description of their content and relevance to the assignment; a review of international good practices and lessons learned from global best practices in integrating appropriate technologies and energy solutions in the selected value chain.
- A final report on potential of integrating appropriate technologies and energy solutions in the selected value chain in the context of UNNATI A2F. The report will have 4 separate sections on 4 value chains.
- Simple indicative financial analysis of at least 12 appropriate modern energy powered technologies potential to be installed in the selected value chain in the project areas.
- Training materials: Three complete training curriculum (one for FSP managers/loan officers, one for vendors and one for potential entrepreneurs)

### **4. Provision of monitoring and progress controls**

The consultant will report to the Team Leader based in Biratnagar, Nepal or his designate.

### **5. REVIEW TIME REQUIRED**

Each deliverable will be reviewed within two weeks of receipt. It is expected that deliverables will be completed sequentially and submitted as they are completed.

#### V. Expected team members

In order to meet the diverse requirement of this study, UNNATI A2F expects the following types of experts are required for the assignment;

1. Team leader- Expert on Appropriate Technology for Agriculture value chains (dairy, large cardamom, ginger and orthodox tea) (International)
2. Agriculture Value Chain Expert (National)
3. Energy Expert (National)

Major inputs in this assignment is expected from Team Leader and Agriculture Value Chain Expert.

#### VI. Competencies

##### Core Competencies of the proposed experts:

- Serves and promotes the vision, values and strategic goals of UNCDF and the UNNATI A2F programme;
- Focuses on delivering results by taking calculated-risks and problem solving approach;
- Collaborates effectively in a team environment;
- Fair and transparent decision making; regularly shares information with team members;
- Organized and efficient on following-up with pending issues; meets deadlines
- Clear and upfront communication skills;
- Good inter-personal skills;
- Displays cultural and gender sensitivity and adaptability;
- Promotes learning and knowledge management/sharing;
- Demonstrates integrity and fairness by modelling UN values and ethical standards;
- Plans and produces quality results to meet established goals
- Generates innovative, practical solutions to challenging situations

#### VII. Recruitment Qualifications

<b>Education and experience of team members:</b>	<p>Proposals are requested from national and international NGOs or consulting firms. The key personnel required for the study are;</p> <p><b>1. Team Leader: International Consultant (Expert on Appropriate technology for agriculture value chains)</b></p> <ul style="list-style-type: none"> <li>• At least Master's Degree in Mechanical Engineering or Agriculture Engineering or Agriculture or any other relevant subjects with competencies in small scale appropriate technologies for micro, small and medium enterprises.</li> <li>• A minimum of 10 years' experience in the field of appropriate technologies.</li> </ul>
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	<ul style="list-style-type: none"> <li>• Experience with agriculture value chains <ul style="list-style-type: none"> <li>○ Experience and proven technical knowledge on energy and technological solutions to rural enterprises</li> <li>○ Experiences with similar assignments in other countries</li> </ul> </li> <li>• Excellent command in English language</li> </ul> <p><b>2. Agriculture Value Chain Expert (National)</b></p> <ul style="list-style-type: none"> <li>• At least Master’s Degree in Agriculture or Economics or Business Administration (MBA) or any other relevant subjects</li> <li>• A minimum of 8 years’ experience in the field of agriculture value chain</li> <li>• Familiar with the agriculture sector and Nepal stakeholders. <ul style="list-style-type: none"> <li>○ Experiences with similar assignments</li> <li>○ Proven skills and experience in providing Business Development Services to MSMEs</li> </ul> </li> <li>• Excellent command in English and Nepali language</li> </ul> <p><b>3. Energy Expert (National)</b></p> <ul style="list-style-type: none"> <li>• At least Master’s Degree in Engineering or Energy Management or Business Administration (MBA) with engineering degree or any relevant subject</li> <li>• A minimum of 8 years’ experience in the field of providing energy solutions to MSMEs</li> <li>• Familiar with the renewable energy and agriculture sector and Nepal stakeholders. <ul style="list-style-type: none"> <li>○ Experiences with similar assignments</li> <li>○ Proven skills and experience in designing the customized energy solutions to MSMEs</li> <li>○ Knowledge and Experiences in energy efficiency</li> </ul> </li> <li>• Excellent command in English and Nepali language</li> </ul>
<b>VIII. Submission</b>	
Please submit the following documents: <ul style="list-style-type: none"> <li>• A proposal including <ul style="list-style-type: none"> <li>○ Organizational capacity and experiences related to the assignment</li> <li>○ The methodology of the study</li> <li>○ A proposed annotated table of contents for the deliverables</li> <li>○ CV of consultants, who will be working on the project and their expertise in this area and total number of days that will be spent by team members</li> </ul> </li> <li>• A cost proposal</li> </ul>	

### ***General Terms and Conditions for Services***

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the

Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in

consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls 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:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within

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

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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