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Resilient nations.

REQUEST FOR PROPOSAL (RFP) RFP 058/17

NAME & ADDRESS OF FIRM	DATE: August 30, 2017
	REFERENCE: Consulting and Operating pilot - Impact Venture Accelerator in Armenia

Dear Sir/Madam,

We kindly request you to submit your Proposal for the **Consulting and Operating pilot - Impact Venture Accelerator in Armenia** are attached separately as Annex 1.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal. Proposals need to be submitted on or before **6:00pm 14 September, 2017**, local Yerevan time (GMT +4) via email, courier mail to the address below:

tenders-armenia@undp.org

or

United Nations Development Programme / UNDP
14 Petros Adamyan St., Yerevan 0010, Republic of Armenia

Please note that proposals received through any other e-mail address will not be considered.

Your Proposal must be expressed in the English, and valid for a minimum period of 60 calendar 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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Procurement Unit
UNDP Armenia

Description of Requirements

Context of the Requirement	Consulting and Operating pilot - Impact Venture Accelerator in Armenia
Brief Description of the Required Services ¹	Please see attached Terms of Reference (TOR), Annex 1
List and Description of Expected Outputs to be Delivered	Please see attached Terms of Reference (TOR), Annex 1
Person to Supervise the Work/Performance of the Service Provider	Artak Melkonyan, Senior Adviser, United Nations Development Programme Armenia
Frequency of Reporting	As needed
Target start date	September 25, 2017
Latest completion date	March 15, 2018
Travels Expected	<input checked="" type="checkbox"/> Not Required
Special Security Requirements	<input checked="" type="checkbox"/> Not Required
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal ²	<input checked="" 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 checked="" type="checkbox"/> 60 days

¹ 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.

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

	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"/> Not permitted																	
Payment Terms ³	LOT 1: Agriculture HelpLine for the Cooperatives and Producer Groups <table border="1"> <tr> <th>Output</th><th>Percentage</th><th>Timing</th><th>Condition for payment release</th></tr> <tr> <td>Deliverables 1,2,3 (see Annex 1)</td><td>35%</td><td>October 15, 2017</td><td rowspan="4">Within fifteen (30) days from the date of meeting the following conditions: a) UNDP's written acceptance of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr> <tr> <td>Deliverables 4, 5</td><td>25%</td><td>October 25, 2017</td></tr> <tr> <td>Deliverables 6, 7, 8, 9</td><td>20%</td><td>January 30, 2018</td></tr> <tr> <td>Deliverables 10, 11, 12</td><td>20%</td><td>March 15, 2018</td></tr> </table>	Output	Percentage	Timing	Condition for payment release	Deliverables 1,2,3 (see Annex 1)	35%	October 15, 2017	Within fifteen (30) days from the date of meeting the following conditions: a) UNDP's written acceptance of the outputs; and b) Receipt of invoice from the Service Provider.	Deliverables 4, 5	25%	October 25, 2017	Deliverables 6, 7, 8, 9	20%	January 30, 2018	Deliverables 10, 11, 12	20%	March 15, 2018
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Deliverables 10, 11, 12	20%	March 15, 2018																
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Artak Melkonyan, Senior Adviser, United Nations Development Programme Armenia																	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services (Proposers can submit proposal also for 1 lot only). <input type="checkbox"/> Long-Term Agreement ⁴																	
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.																	

³ UNDP 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, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm : Maximum obtainable points: 40</p> <ul style="list-style-type: none"> - Has at least 3 years of relevant experience especially with regards to incubation, acceleration or impact investment, max score - 20; - <input checked="" type="checkbox"/> Expert knowledge of start-up development, customer development, market expansion, venture financing, acceleration of ventures, max score – 20. <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan: Maximum obtainable points: 30</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel: Maximum obtainable points: 30</p> <ul style="list-style-type: none"> - Project Lead (please refer to Annex 1, Section IX, Key Roles and Related Qualifications), max score – 15 - Trainers and Mentors in Selected Domains (please refer to Annex 1, Section IX, Key Roles and Related Qualifications), max score – 15 <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP5	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)6</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 1)</p> <p><input type="checkbox"/> Others7 [pls. specify]</p>
Contact Person for Inquiries (Written inquiries only)8	<p>Procurement Unit, UNDP Armenia</p> <p>procurement.armenia@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

⁴ 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

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

⁶ 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.

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

⁸ 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

**Terms of Reference (ToRs)
Consulting and Operating pilot
Impact Venture Accelerator in Armenia**

GENERAL INFORMATION

Service Description:	Consulting and operating pilot Impact Venture Accelerator in Armenia
Project Title:	Impact Investment Vehicle;
Duty Station:	Armenia
Type of the Contract:	International or Specialized Subject Consultancy Firm
Duration of Initial Contract:	Not exceeding 7 months
Expected Start Date:	October 2017

I. BACKGROUND / RATIONALE

Impact Investment and SDGs

A new generation of financing mechanisms is needed to achieve the SDGs. Impact investment and social entrepreneurship represent an important framework for a new range of tools aimed at leveraging private investment for public good. However, before the potential gains from these new tools can be maximized, several challenges must be overcome. These include the following:

- In developing economies, most impact ventures remain small scale social enterprises (SE). Special effort is required to scale them up to produce more systemic impact.
- Experience within the UNDP CO in Armenia (through Kolba Innovation Lab), as well as other initiatives in the country (most notably the ones supported through EU funding), has shown that despite successful incubation SEs are not growing further or replicating their experience unless further, post-incubation support is provided. This is supported by the evidence from the other economies, as "...after graduation, incubates face the real test of their viability. They can only be sustainable if they are able to generate revenue or are able to obtain follow-on funding (for which they need to be assessed as investment-worthy by funders)"³.
- Social Enterprises (SEs) tend to be small in size and not truly "visible" for impact investors, despite the fact that "most of the impact investors are looking to accelerators for investment opportunities"⁴.

Hence, special efforts are needed to support further (post-incubation) development of SEs, particularly in growing their markets, and increasing their investment absorption capacity and visibility to investors.

On the other hand, many growing start-ups and SMEs are increasingly looking at how they can generate greater social impact. This process can be better incentivized and supported with knowledge relevant to impact generation and adapting existing business models of SMEs through impact acceleration efforts.

Impact Investment Context in Armenia

Armenia is a perfect laboratory and testing ground for an overt and strategic collaboration between international development organizations and impact investors and social entrepreneurs. Armenia's economy has been considerably supported by institutional donors and Armenian diaspora (both individual philanthropists, and mid/low-income one providing private transfers) which are looking for innovative and more effective approaches for creating social good. Armenia's culture is characterized by entrepreneurial spirit and a vibrant engaged Diaspora that may yield a natural momentum for impact investment, provided proper support programs are put in place and actionable pipelines are presented.

³ [Effective Social Incubation - First Insights from Asia by AVPN and DBS Foundation](#)

⁴ [Bridging the "Pioneer Gap": The Role of Accelerators in Launching High-Impact Enterprises. by the Aspen Network of Development Entrepreneurs and Village Capital](#)

The impact investment field is developing thanks to two major trends – emergence of social enterprises and drift from traditional philanthropic activities towards more sustainable and efficient solutions. Besides, several local initiatives (e.g. Dasaran) and some remarkable venture philanthropy projects (Tatever, UWC Dilijan, Tumo), several globally renowned SE initiatives such as ImpactHub, TeachForArmenia, TedEx have quite successfully implanted themselves in Armenia to bring about considerable impact that is relatively outsized vis-à-vis the size of the country. Development sector players in Armenia are addressing social entrepreneurship and impact investment trends in various modes and scales – from sponsoring discrete events to setting up and investing in actual social impact projects.

However, in terms of systemic components of the ecosystem, there are a lot to be done. There is no defined legal framework for social enterprises in Armenia, hence there is no definition of SEs and related tax or other regulatory incentives. There is no certification systems that would identify SE products or services in Armenia. There are no specifically set-up structures to assess impact according to recent methodologies and metrics for impact measurement, though occasionally some of the venture philanthropies had involved international consultants (e.g. E&Y) to do so for their projects.

There are no specialized impact investment funds in Armenia, although some external funds such as Angello, Gazelle Finance, have deployed capital in Armenia by way of investment in relatively small impact ventures. Some PE funds (e.g. SEAF) working in Armenia also position themselves as impact oriented funds. SEs are treated the same way as mainstream businesses when approaching banks or investors locally. Meanwhile, various “angel network” type initiatives (such as <http://www.impactcirclearmenia.com/>) do look for social enterprises that serve explicit social missions and deliver on the basis of a viable operating/financial model.

The Association of Social Enterprises of Armenia (ASEA) and the Network of Social Enterprises and Employers have been established in 2015. Significant developing of the ecosystem was brought by ImpactHub Yerevan which become a vocal, highly visible and respected presenter of the SE community to the public, government, external investors.

UNDP addressing Impact Investments in Armenia

UNDP Country office in Armenia has traditionally been supporting and leading social innovation, social entrepreneurship and impact investment developments in the country. Some of the noteworthy developments include

- Kolba Lab: a social innovation lab active in Armenia since 2013. Kolba’s main output is as an idea incubator, where to date it has received 580 ideas, and incubated 40 start-ups, 14 of which have generated a social impact within government, the civic sector, or the market in Armenia.
- Impact Investment for Development Summit championed by the UNDP Armenia team that provided important perspectives over the role of development players in supporting the sector and set-up effective and working connections with relevant stakeholders and access to expertise at a global level.
- SDG Innovation Lab that is set-up by UNDP, Centre for Strategic Initiatives of the Government of Armenia and Stanford University ChangeLabs helping to fast-track the government’s interaction in the process of addressing SDGs and tapping into public/private capital sources.

The major learning from the IID Summit in Yerevan is that impact investment could produce effective systems change in the complex ecosystem that encompasses impact entrepreneurs, supporters, impact investors, governments, and international development organizations. Hence, building sustainable institutional structures addressing and connecting these stakeholders is key to success. In this context, UNDP Armenia has suggested a conceptual platform of Impact Investment Vehicle (IIV) to address the ecosystem around the impact ventures at all the stages of their development from ideation to “go-public” stages. Specifically, IIV concept refers to creating the following “institutionalized” pillars:

- Impact Incubator (Ideation, Experimentation, Incubation)
- **Impact Accelerator**
- Private Equity Impact Fund
- Performance-Based, Outcome-Buying and Impact Targeting Initiatives engaging funds from Government, private sector and/or larger public (SIBs, community chares, crowdfunding etc.)
- Impact Investment Advisory Unit (policy advice, impact measurement, outreach)

The IIV will test and prototype a new generation of social innovation and impact investment financial mechanisms using ODA funds along with private capital.

Impact Venture Accelerator

A key component of the IIV concept is the Impact Venture Accelerator (IVA), which will support established start-ups that address identified gaps to achieving the SDGs. Following the Armenia COs social innovation incubator (KolbaLab), the IVA will be the next-step support pillar for impact ventures and will prepare them for further evolution, either via direct equity investments or by growing and maturing to the more advanced outcome buying market. The Accelerator would expand its focus to include not only advance impact start-ups but also more established ventures offering them 'impact-driven enterprises' strategies, models and solutions. The selection criteria for the initiatives supported by the Accelerator is to reflect the mission and programmatic priorities of the UNDP CO in Armenia. Hence, IVA in general will support impact ventures which:

- address neglected / ineffectively addressed social and environmental problems;
- challenge conventional approaches via sustainable business models;
- empower people and achieve multiplier impact;
- are specific and have identifiable beneficiaries (preferably at Bottom of Pyramid level);
- have formed teams, proven economically feasible and scalable business models and certain customer base.

The IVA will be primarily focusing on the impact ventures targeting the following priority fields:

- Innovations and technology-enhanced initiatives on public and social services, education, healthcare, access to financial services;
- Agriculture and food processing;
- Government transparency and public accountability;
- Green economy;
- Empowerment of vulnerable groups.

Against this background, UNDP would now like to solicit the services of a qualified international or local firm to consult and help in operationalizing accelerator under pilot settings i.e. in a testing mode, within a limited time period and scope.

II. OBJECTIVES OF THE SERVICE / WORK

The core mission of the Impact Ventures Accelerator is to exponentially scale-up its ventures (scale-up, scale-deep, scale wide) and their impact at national and international levels. The Consultant is to help in implementing the pilot stage of the IVA. The efforts envisaged for the pilot stage are anticipated to result in the accelerated development and expansion of about 8 social enterprises or impact ventures (SMEs prioritizing impact) within the period of 8 - 9 months. While the specific outcomes of the acceleration efforts will vary depending on the impact ventures selected for the acceleration, in general the ultimate goal is expected to relate to:

- direct scaling up targeted impact of accelerated ventures e.g. increased number of beneficiaries, extended value provided to beneficiaries etc.;
- indirect prerequisites for impact expansion e.g. scaled-up operations, design and introduction of replicable business models, geographic expansion, expansion of customer base and markets, increased investment absorption capacity of the impact venture, access to feasible funding, success in attracting expansion funds etc.

A fundamental outcome of the effort is proving the concept through operating a pilot impact venture accelerator in Armenia and substantiating feasibility and significance of a key pillar to the envisaged impact investment vehicle.

In general, accelerators, even the ones targeting purely business projects, are rarely self-sustainable and need to be funded by allocations from major stakeholders. Hence, upon completing the first round of acceleration (approx. by month 5), based on initial observations and analysis, efforts will be planned to fundraise and support further development and activities of the impact accelerator at a bigger scale.

III. SCOPE OF THE SERVICE / WORK

The Consultant is expected to provide inputs and functionalities required for a typical acceleration of ventures.

The Consultant is expected to be specialized in business related acceleration, but it will be required to work with a dedicated Expert on Impact to be identified and provided by UNDP. In case, the Consultant covers the impact related functionalities and inputs, then it could apply responding to a separate soliciting for that expertise and inputs.

Specifically, the Consultant will conduct the follow tasks:

1. Solicitation, review and analysis of projects in the proposed impact areas – it will include:

- developing criteria and priorities for the impact venture/project selection⁵,
- organizing structured activities to develop project pipeline,
- screening and selection of the projects. Selecting up to 4 pilots for acceleration per one round (total there will be 2 rounds in 8-month period)

2. Acceleration inputs for selected impact ventures

- allocate premises and set-up conducive, encouraging and collaborative environment to stimulate synergistic efforts of the accelerated ventures;
- provide a specially designed acceleration curriculum to solidify the market base, scale up impact and increase investment absorption capacity of the ventures; this would include set of trainings, workshops, simulations, business case analyses etc.
- provide individualized mentorship programs and organize bootcamps for the selected ventures;
- Implement promotion and facilitate access to funding sources: angels, private and institutional funders locally and internationally. More specifically:
 - Providing information about available funding opportunities;
 - Introduce and connect ventures to investors;
 - Prepare venture teams for pitching to the funders;
 - Organize special events or assist in participation in such events to showcase or pitch to a group of funders.

3. Inputs for tracking acceleration progress of impact ventures

- Surveys (through periodic interviews with accelerated teams) on the qualitative progress achieved and the value created to the impact ventures (e.g. effectiveness of the trainings, mentorship support, specific support services such as business plan development, due diligence, valuation, access to funding sources etc.)
- Feedback from Mentors/ Advisors on the progress achieved by the impact ventures (a special scoring after each milestone presentation, pitch competitions, demo-days, etc.)
- Tracking of certain parameters of the impact ventures⁶, including:
 - market indicators (e.g. client base, revenue per customer and related parameters);
 - economic and financial indicators of impact ventures (profitability, sales, growth rate etc.);
- Auditing strategic expansion plan, business models for scalability and replicability;
- Feedback from potential impact investors

UNDP intends to provide performance grants based on targeting impact, scaling-up and expansion targets that will be used in combination with impact acceleration to incentivize enterprises to become impact oriented. The Consultant might be requested to provide inputs for decision making and assessing effectiveness of such a stimulation instrument.

The impact accelerator will be specifically branded, hence the premises, educational materials, internal and external communication should refer to its brand and affiliation with UNDP; as well as other supporters/funders as part of appreciation for their inputs, if stipulated.

IV. EXPECTED OUTPUTS / DELIVERABLES

⁵ The criteria should include the impact related ones to assure the selected ventures correspond to the requirements related to prioritization of impact in their mission, as well as have a potential to improve and expand their social/environmental impact as a result of acceleration. Those criteria and assessment will be provided by Impact Expert identified and provided by UNDP.

⁶ Those indicators should include social or environmental impact indicators provided by Impact Expert (utilizing big and real-time sources of data, as well as measurable indicators in compliance with Impact Reporting International Standards (IRIS) metrics and within SDG framework).

The following deliverables are expected to be provided by the Consultant:

1. Detailed Plan of the Accelerator Operation (for 8 months - 2 x 14-weeks rounds of up to 4 ventures in each)
2. Selection criteria and related processes for solicitation. Report on the selected ventures for round 1 and 2.
3. Acceleration Curriculum (including if available educational materials, slide decks, video and audio)
4. Report on Mentors/Advisors involvement (for each round of acceleration)
5. Report on the Results Achieved by the ventures (for each round of acceleration)
6. Final Report (Overall results, observations, suggestions for the further steps)

The reports should be specific, include references to specific parties involved, invitees, lecturers, mentors, individual and institutional investors, other involved organizations contacted etc.

V. METHODOLOGY / APPROACH OF THE SERVICE (WORK)

The Consultant will be responsible to develop and propose its own methodology to carry out the tasks described above, including, but not limited to:

1. Researching information, publications, networks on start-up ecosystem, venture capital, impact investment and social entrepreneurship in Armenia and relevant and comparable environments.
2. Through networking, participation in events, connections with private sectors, NGOs, academic structures, grant providing facilitates, research centers, incubators etc. searching for and forming pipeline of prospective ventures for Impact Accelerator.
3. Engaging key resources, experienced entrepreneurs, mentors, advisors, industry thought leaders and other stakeholders related to the acceleration of ventures and specific domain sectors relevant to accelerated ventures.
4. Taking into account best practices at the same time relaying on their own business acumen and practical experience of incubating and accelerating ventures locally and internationally.
5. Maintaining proactive connections with various funding sources: business angels, angel investors, individual and institutional investors, other incubators and accelerators, specialized events for pitching and fundraising.
6. Considering synergies with existing initiatives in start-up and SME support, social enterprise and impact venture initiatives, development programs and projects in UN system and other IDOs in Armenia and region.
7. Working with Impact Expert to use applicable approaches for measuring and assessing the impact of the ventures, attempting to reconcile industry metrics and methodologies (e.g. IRIS and GIIRS) with the SDG indicators.
8. Providing regular updates on advancement of the assignments, findings and observations.

VI. LOCATION, DURATION AND TIMEFRAME OF THE WORK / DELIVERABLES / OUTPUT

Table 1

Deliverables / Outputs	Location and Action To be Undertaken	Due date	Review and Approvals Required
1. Detailed Plan of the Accelerator Operation (for 8 months - 2 x 4-month rounds of up to 4 ventures in each), including: 2. Description of Acceleration Curriculum. 3. Tentative list of Mentors/Advisors.	Home Base or Armenia	Week 3	UNDP Armenia DRR UNDP Armenia PM UNDP Armenia PM
4. Selection criteria and related processes for solicitation. Solicitation and Selection. 5. Report on the selected ventures for round 1	Home Base and Armenia	Week 4	UNDP Armenia SA UNDP Armenia PM

6. Acceleration Curriculum Content: educational materials, slide decks, video and audio.	Armenia	Week 16	UNDP Armenia PM
7. Report on Mentors/Advisors involvement for round 1			UNDP Armenia SA
8. Report on the Results Achieved by the ventures for round 1			UNDP Armenia SA
9. Report on the selected ventures for round 2			UNDP Armenia SA
10. Report on Mentors/Advisors involvement for round 2	Armenia	Week 24	UNDP Armenia SA
11. Report on the Results Achieved by the ventures for round 2			UNDP Armenia SA
12. Final Report (Overall results, observations, suggestions for the further steps)			UNDP Armenia DRR

VII. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

The Consultant will be reporting to dedicated UNDP Project Manager for the Impact Accelerator. Overall project will be under the supervision of the Senior Advisor of the UNDP Armenia CO.

VIII. PAYMENT MILESTONES AND AUTHORITY

Prospective Service Provider will indicate the cost of services for each deliverable in US dollars when applying for this consultancy. The Consultant will be paid based on the effective UN exchange rate (in case of other currency denomination), and only after approving authority confirms the successful completion of each deliverable as stipulated hereunder. In accordance with UNDP rules, the lump sum contract amount to be offered should consider the professional fee inclusive of travel, living allowances, communications, taxes, out of pocket expenses, and other ancillary costs.

A winning Proposer shall then be paid the lump sum contract amount upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Instalment of Payment/ Period	Deliverables or Documents to be Delivered (per Table 1)	Percentage of Payment
1 st Instalment	Deliverables 1,2,3	35%
2 nd Instalment	Deliverables 4, 5	25%
3 rd Instalment	Deliverables 6, 7, 8, 9	20%
4 th Instalment	Deliverables 10, 11, 12	20%

IX. MINIMUM ORGANIZATION AND CONSULTANCY TASK FORCE REQUIREMENTS

Area of Corporate Specialization of International or Specialized Subject Consultancy Firm

- Has at least 3 years of relevant experience especially with regards to incubation, acceleration or impact investment
- Expert knowledge of start-up development, customer development, market expansion, venture financing, acceleration of ventures,
- Functional and effective connections and network in the relevant entrepreneurial and investment circles
- Experience working with UN and other development partners is an advantage
- Experience in impact investments, inclusive businesses/social enterprises, impact measurement and other relevant topics is an advantage.
- Mobilize a team of highly qualified professionals with complimentary expertise and experience of joint work on similar assignments.

Key Roles and Related Qualifications

Project Lead

Responsibilities:

- general oversight of the project;
- overall project progress and deliverables as per the TOR;
- managing community of selected impact ventures, interact directly with businesses/selected ventures to accelerate their development and facilitate investment;
- promotional and communication activities (content creation, social media, marketing), communication with stakeholders;
- Manage the implementation and execution of the Accelerator's programming schedule, which will include: consultant trainings, retreats, pitch sessions, stand-ups, etc;
- Provide strategy consulting to ventures in areas such as business model, client acquisition, overall strategy, financing, fundraising, market research, operations, contract negotiations, etc.;

Education and Experience:

- Education: MBA, Masters degrees or, in its absence, equivalent professional experience at least 6- year experience in the related sectors e.g. entrepreneurship, business, economics, finance, engineering, applied science and technology commercialisation.
- At least 3 years of experience in the capacity of angel/VC investor, involvement in business activities in PE, Venture Capital, Business Incubation and Acceleration sectors.
- Established network and strong working relationships with individuals from diverse backgrounds and perspectives
- Experience in financial verification and business due diligence
- Experience and contacts with a broad range of financial institutions in Armenia and abroad

Technical Competencies:

- Strong analytical, assessment and mapping capabilities
- Proven experience writing outcome documents, actions plans and road maps
- Strong analytical aptitude, communication and presentation skills
- Strong project management skills
- Computer skills: Full command of Microsoft applications (word, excel, PowerPoint) and common internet applications

Personal Competencies:

- Entrepreneurial drive and experience
- Strong leadership management skills
- Positive, constructive attitude and approaches work with energy
- Good networking skills to engage with both internal and external partners
- Capacity to communicate fluently with different stakeholders (civil society, government authorities, local communities, private sector, project staff)
- Language and Other Skills: Excellent knowledge of English, including the ability to write reports clearly and concisely, and to set out a coherent argument in presentations and group interactions. Working knowledge of Armenian and Russian is desirable.

Trainers and Mentors in Selected Domains of

- 1. Customer Development**
- 2. Product Development, Innovation, Technology Commercialization**
- 3. B2B Business Development**
- 4. Financial Analysis, Financing and Capital Attraction**

Responsibilities:

- Conduct trainings and provide mentorship on the related subjects
- Provide strategic guidance, such as identifying and correcting gaps in venture team's business knowledge and understanding.

- Provide tactical guidance on specific steps to be undertaken by the venture teams related to the businesses; follow-up on the results, underlying assumptions and adjustments.
- Providing the venture teams with actionable advice, challenging them in a constructive way, guiding and advising their decisions in a not imposing but acknowledging way.

Education and Experience:

- Education: Masters Degrees or, in its absence, equivalent hands-on, at least 5-year professional experience in the related domains.
- At least 5 years of experience of working with / in enterprises (specifically in companies that expanded, entered new markets, restructured, introduced new product lines etc.)
- At least 3 years of experience of trainings and mentoring start-ups, SME, growing ventures.
- Established network and strong working relationships with professional communities in the related domains

Technical Competencies:

- Strong knowledge in the domain; analytical, assessment and mapping capabilities
- Strong presentation, interpersonal communication, mentoring and guiding skills.
- Excellent knowledge of English; Working knowledge of Armenian and Russian is an advantage.
- Computer skills: Full command of Microsoft applications (word, excel, PowerPoint) and common internet applications

Personal Competencies:

- Willing spirit, genuinely committed and motivated to work with entrepreneurs and give best of his/her experience to support development of ventures
- Openness to cultural differences
- Good listening skills, Patience and considerate attitude
- Demonstrates openness to change and ability to receive / integrate feedback

X. CONFIDENTIALITY AND PROPRIETARY INTERESTS

The Consultants shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent. Proprietary interests on all materials and documents prepared by the Consultants under the assignment shall be subject of additional negotiations. This assignment will be administrated by the United Nations Development Programme (UNDP), and all relevant UNDP rules, policies and procedures will apply.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[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 UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP 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 UNDP 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 UNDP, 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 UN 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

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.

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

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

D. **Cost Breakdown per Deliverable***

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for	Price (Lump Sum, All Inclusive)
1	Detailed Plan of the Accelerator Operation (for 8 months - 2 x 4-month rounds of up to 4 ventures in each), including:		
2	Description of Acceleration Curriculum.		
3	Tentative list of Mentors/Advisors.		
4	Selection criteria and related processes for solicitation. Solicitation and Selection.		
5	Report on the selected ventures for round 1		
6	Acceleration Curriculum Content: educational materials, slide decks, video and audio		
7	Report on Mentors/Advisors involvement for round 1		
8	Report on the Results Achieved by the ventures for round 1		
9	Report on the selected ventures for round 2		
10	Report on Mentors/Advisors involvement for round 2		
11	Report on the Results Achieved by the ventures for round 2		
12	Final Report (Overall results, observations, suggestions for the further steps)		

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

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 controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions

or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this 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.