



REQUEST FOR PROPOSAL (RFP)

To: Qualified Ugandan Companies	DATE: 03 January 2013
	REFERENCE: 10451 – UNDP Uganda

Dear Sir / Madam:

We kindly request you to submit your Proposal for **“Conducting a Vulnerability Impact Assessment (VIA) for the Mt Elgon Ecosystem”**.

Please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Proposals may be submitted on or before **28 January 2013 at 11.30 am**. No submissions will be accepted thereafter.

Technical and Financial proposals must be separately sealed in individual envelopes (marked “Technical Proposal” or “Financial Proposal”, each containing one original copy marked as such, one copy and a digital copy in a CD/USB drive) and both envelopes contained in one larger envelope clearly marked “Proposal for Conducting a Vulnerability Impact Assessment (VIA) for the Mt Elgon Ecosystem”, which must be hand delivered to the address below:

**United Nations Development Programme
Plot 11,
Yusuf Lule Road,
Kampala
Uganda
Attn: Registry Office**

Your Proposal must be expressed in the English language, and valid for a minimum period of **60 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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Safiou Eso Ouro-Doni
Deputy Country Director, Operations
03 January 2013

Description of Requirements

Context of the Requirement	<p>The Ecosystem Based Adaptation (EBA) Programme for Mountain Ecosystems in Uganda, Nepal and Peru aims strengthen the capacities of these three countries, which are particularly vulnerable to climate change impacts, to strengthen ecosystem resilience for promoting ecosystem-based adaptation (EBA) options and to reduce the vulnerability of communities, with particular emphasis on mountain ecosystems.</p> <p>The programme is funded by the German Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (BMU) through its International Climate Initiative, and is implemented through a partnership of the United Nations Environment Programme (UNEP), the United Nations Development Programme (UNDP) and the International Union for the Conservation of Nature (IUCN).</p> <p>Specifically the project will support: (i) the development of methodologies and tools for mountain ecosystems; (ii) the application of the above tools and methodologies at the national level; (iii) the implementation of EBA pilots at the ecosystem level; and (iv) the formulation of national policies and building an economic case for EBA at the national level.</p> <p>The project will create new opportunities for experimental learning between regions and among countries within the same region. Through parallel and cooperative development and application of methodologies and tools and the implementation of pilot projects, the project will shorten the learning curve of local and national institutions and fast-track the transfer of knowledge and experience in relation to building ecosystem resilience</p>
Implementing Partner of UNDP	N/A
Description of the Required Services	<u>Please refer to the detailed Terms of Reference (TOR) included in Annex 2.</u>
List and Description of Expected Deliverables	<ol style="list-style-type: none"> 1) A report of the results of the VIA to climate change for the Mount Elgon region. 100 pages maximum, excluding appendices. 2) Maps of the vulnerability to climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region. 3) Maps of ecosystem services potential in the Mount Elgon region to inform the analysis of where EBA is feasible. 4) GIS data sets suitable for the national and District project stakeholders to explore options for locations suitable for EBA activities.

	<p>5) A report of the methods and data sets used to conduct the VIA and produce the maps.</p> <p>6) A report of the lessons learnt in the process and recommendations on improving the methods and data sets and guidance materials provided by UNEP-WCMC.</p>
Person to Supervise the Work/Performance of the Service Provider	Designated staff at the EBA Programme Management Unit (PMU)
Frequency of Reporting	Every two weeks.
Progress Reporting Requirements	Report sent by email on Fridays at noon every two weeks to the attention of the National Programme Coordinator EBA. Weekly reports to include details of progress made in the last two weeks and actions planned for the following weeks. Further reporting in person will be arranged as necessary.
Location of work	Mount Elgon Region, Uganda
Expected duration of work	6 months from date of approval and acceptance of contract by both parties
Target start date	Mid/End January 2013
Latest completion date	End of July 2013
Travels Expected	In the Mt Elgon region as necessary to achieve the deliverables requested in the TOR.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<p>All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the offerors (transport, professional fees, communication, consumables, living allowances, GIS data, printing materials for maps, etc).</p> <p>The only exception is the potential participation of the awarded company in seminars and workshops/project meetings to present the results of this assignment. If this is the case, UNDP would cover the facilitation costs for the participation in such workshops/project meetings.</p>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required. To be included in the technical proposal.
Names and curriculum vitae of individuals who will be involved in completing the services	Required. Technical proposals must identify who in the company would be taking the role of Project Manager and specify the roles of the different staff proposed.
Currency of Proposal	Ugandan Shillings only.

Documentation/information needed to ascertain legality of firm	Company Legal Requirements: <ul style="list-style-type: none">Valid and certified Certificate of Incorporation as a Company in UgandaValid and Certified Tax Registration Certificate (indicating TIN and VAT Number)Tax Clearance Certificate issued by URAValid Trading Licence (where applicable)Recently issued Bank Statement (showed be issued for the last 6 months)Full and accurate physical, postal, telephone and email address of the firmArticles and Memorandum of Association																	
Value Added Tax on Price Proposal	Must be inclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	60 days																	
Partial Quotes	Not permitted																	
Payment Terms	<table><tr><th>Payment releases</th><th>% (Total =100 %)</th><th>Timing (after contract signature)</th></tr><tr><td>1. Inception Report</td><td>20%</td><td>2 weeks</td></tr><tr><td>2. A report of the field assessments detailing the methods and data sets used and the preliminary results from the VIA showing the lessons learnt, and Maps of the vulnerability to climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region</td><td>30%</td><td>10 weeks</td></tr><tr><td>3. Draft Report of the VIA detailing the Maps together with data sets</td><td>10%</td><td>20 weeks</td></tr><tr><td>4. Submission and acceptance of Final Report</td><td>40%</td><td>24 weeks</td></tr></table> <p>Condition for Payment Release (for all Deliverables): Within thirty (30) days from the date of meeting the following conditions:</p> <ul style="list-style-type: none">a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the deliverables; andb) Receipt of original invoice from the Company.			Payment releases	% (Total =100 %)	Timing (after contract signature)	1. Inception Report	20%	2 weeks	2. A report of the field assessments detailing the methods and data sets used and the preliminary results from the VIA showing the lessons learnt, and Maps of the vulnerability to climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region	30%	10 weeks	3. Draft Report of the VIA detailing the Maps together with data sets	10%	20 weeks	4. Submission and acceptance of Final Report	40%	24 weeks
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical reports will be submitted to Uganda EBA National Programme Coordinator and will be commented on and approved by UNDP, IUCN, and UNEP (including UNEP-WCMC)																	

Type of Contract to be Signed	Contract for Professional Services
Criteria for Contract Award	<ul style="list-style-type: none"> • Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%. • Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%) – Maximum 100 points</u></p> <ul style="list-style-type: none"> • Expertise and qualification of the company – 30 points • Methodology, Approach and Implementation Plan – 40 points • Qualification of Key Personnel – 30 points <p><u>Financial Proposal (30%)</u> 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:	One and only one Company.
Annexes to this RFP	<ul style="list-style-type: none"> • Terms of Reference (Annex 2) • Form for Submission of Technical and Financial Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only) ¹	<p>Mr. Paul M. Mukisa Procurement Associate Emails: paul.m.mukisa@undp.org and cc: santiago.millan@undp.org No clarifications will be accepted later than 16 January 2013, COB. Responses to such clarifications will be posted at the UNDP Procurement Notice website: http://procurement-notice.undp.org/ 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	<p>This RFP is limited to Ugandan companies/organizations meeting the requirements under the "Documentation/information needed to ascertain legality of firm" in the section above. In the case that Joint Ventures, Consortiums or Associations are created the lead entity must be an Ugandan company/organization and meet the requirements stated below.</p>

¹This 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>Joint Venture, Consortium or Association</p>	<p>If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:</p> <ul style="list-style-type: none"> a) Submit another proposal, either in its own capacity; nor b) As a lead entity or a member entity for another joint venture submitting another Proposal. <p>The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the joint venture; and b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.</p>
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Terms of Reference for “Conducting a Vulnerability Impact Assessment (VIA) for the *Mt Elgon* *Ecosystem*”

1. OVERALL PROJECT DESCRIPTION

The Ecosystem Based Adaptation (EBA) Programme for Mountain Ecosystems in Uganda, Nepal and Peru aims strengthen the capacities of these three countries, which are particularly vulnerable to climate change impacts, to strengthen ecosystem resilience for promoting ecosystem-based adaptation (EBA) options and to reduce the vulnerability of communities, with particular emphasis on mountain ecosystems.

The programme is funded by the German Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (BMU) through its International Climate Initiative, and is implemented through a partnership of the United Nations Environment Programme (UNEP), the United Nations Development Programme (UNDP) and the International Union for the Conservation of Nature (IUCN).

Climate change impacts are already affecting the functioning and integrity of several ecosystems and on Mount Elgon and are adding to the stress resulting from other anthropogenic interventions such as unsustainable land use practices. The project countries and targeted ecosystems have been identified as particularly vulnerable to climate change impacts. A multitude of communities depend upon the services provided by these ecosystems. EBA is defined as the use of biodiversity and ecosystem services as part of an overall adaptation strategy to help people to adapt to the adverse effects of climate change. EBA uses the range of opportunities for the sustainable management, conservation, and restoration of ecosystems to provide services that enable people to adapt to the impacts of climate change.

Specifically the project will support: (i) the development of methodologies and tools for mountain ecosystems; (ii) the application of the above tools and methodologies at the national level; (iii) the implementation of EBA pilots at the ecosystem level; and (iv) the formulation of national policies and building an economic case for EBA at the national level.

The project will create new opportunities for experimental learning between regions and among countries within the same region. Through parallel and cooperative development and application of methodologies and tools and the implementation of pilot projects, the project will shorten the learning curve of local and national institutions and fast-track the transfer of knowledge and experience in relation to building ecosystem resilience.

The four year (2011-2014) Ecosystem Based Adaptation to climate Change Adaptation (EBA) Project is implemented by the Ministry of Water and Environment in partnership with UNDP, IUCN and UNEP. The different partners are responsible for certain components through the coordination by the

Programme Management Unit (PMU) within the MWE, covering the implementation in the districts of Kapchorwa, Kween, Bulambuli and Sironko.

2. OVERALL REQUIREMENTS AND OBJECTIVES

The company selected for this assignment will produce supporting and baseline information, analyses and maps to enable the detailed design, monitoring and evaluation of the project's strategy and implementation plan for promoting ecosystem based adaptation (EBA) to climate change in the Mount Elgon region. It will contribute to the fulfillment of the following project components in Uganda:

1. Development of methodologies and tools for EBA decision-making in mountain ecosystems.
2. Application of methodologies and tools at ecosystem level.
3. Implementation of EBA pilots at ecosystem level.

The Project Document and Results Framework describe a number of Outputs and Activities for the project components. This consultancy will be to undertake the following Activities for Component 2:

- Activity 2.1.2 - Conduct Climate Change Vulnerability Impact Assessment.
- Activity 2.1.3 – Develop maps to inform spatial planning for EBA.

The results of this assignment will be used by the project team, in consultation with key stakeholders, to support achievement of the following Outputs in the Project Results Framework:

- Output 2.2: EBA strategy identified using decision-making tools, including an economic assessment of EBA options and land use option maps.
- Output 3.2: Institutional capacity of local Governments and other key national institutions to plan, monitor and enforce EBA enhanced.
- Output 3.3: Pilot projects focusing on water resources management and enhancement of soil conservation measures implemented.

3. ASSIGNMENT ARRANGEMENTS

The contract will be performance-based, spanning a period of 6 months. The company selected will be under the overall supervision and guidance of the EBA Programme Management Unit (PMU) and will report every two weeks. Coordination of the assignment activities with the EBA partner/implementing organizations, and stakeholders in the Mount Elgon districts and national level, will be conducted with the EBA secretariat (PMU), to ensure appropriate communications about the project and easy access to stakeholders.

Companies not having all required expertise are allowed to form consortiums with other organizations and must inform of such arrangements in their proposals by including a copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a consortium, specifying the roles and responsibilities of each entity and identifying the lead entity (which must be Ugandan) with which the contract will be signed.

The contract requires the use of a Geographic Information System (GIS) and the compilation of relevant data sets.

UNEP-WCMC will provide guidance for the detailed technical design and implementation of the activities, in co-ordination with the Uganda EBA National Programme Coordinator. The assignment technical reports will be submitted to the Uganda EBA National Programme Coordinator and will be commented on and approved by UNDP, IUCN, and UNEP (including UNEP-WCMC).

The company may be invited to present the results of the contract at workshops or meetings of the project. Costs for any such participation are not to be included in the financial proposals by offerors. The financial proposals should only include costs needed by the company to achieve the deliverables.

4. DETAILED ASSIGNMENT ACTIVITIES

The company will produce:

- 1) A VIA for Mount Elgon with a focus on the links between ecosystems and people, to enable EBA.
- 2) Maps of the vulnerability to the most relevant types of climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region.
- 3) Maps of current and possible future ecosystem service supply for the Mount Elgon region
- 4) GIS data sets suitable for the national and District project stakeholders to explore options for locations suitable for EBA activities.

There are different approaches and methods to VIA but the assessment of ecosystem services and their resilience to climate change is not currently integrated within mainstream VIA methods. UNEP-WCMC is working to produce guidance to close this gap as part of the 'Mountain EBA Project', and this guidance and technical assistance in its application will be made available to the company awarded.

Outputs 1 and 2

- 1) **A VIA for Mount Elgon with a focus on the links between ecosystems and people, to enable EBA.**
- 2) **Maps of the vulnerability to the most relevant types of climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region.**

Activity Steps

1. Define the exact scope and focus of the VIA with stakeholders.

a. the geographical boundaries of the VIA and mapping work.

The geographical scope of the VIA and mapping work is the Mount Elgon region in Uganda, but the exact geographical boundaries need to be determined. It is also necessary to categorise the Mount Elgon region into upper, middle and lower slopes as the ecological, livelihood and climate conditions are different in these regions.

The company will compile information on the boundaries of relevant planning and administrative bodies and the availability of relevant data and make a proposal for the geographical boundaries of the VIA, including upper, middle and lower slopes, to the Project implementing agencies to decide on the VIA and mapping boundaries.

Within the Mount Elgon region Component 3 of the Project (Implementation of EBA pilots at ecosystem level) is being carried out in the four Districts of Sironko, Bulambuli, Kween and Kapchorwa, and the VIA and maps will be used to assist the development of the Project strategy in these Districts in a participatory manner with the District Governments. The VIA and maps will also be used by regional organisations such as the Mount Elgon Stakeholder Forum to inform their decisions.

b. the timeframe of the VIA

The timeframe for the analysis of possible future impacts of climate change needs to be determined. The company will identify the future timescales of the relevant planning

frameworks in the region and the timescales of suitable climate change scenarios or models. The timeframe of the VIA development is expected to be 6 months as detailed in Section 6 “Assignment Timetable”.

- c. *the aspects of local livelihood, the infrastructure and the ecosystem services that will be assessed for their vulnerability to climate change in the VIA (these are the adaptation targets).*

The company will review the Project document and previous Project consultancy reports to produce a preliminary list of the important aspects of local livelihood, the infrastructure and the ecosystem services that will be assessed for their vulnerability to climate change. Aspects of local livelihoods that are connected to ecosystem services and that are likely to be amenable to Ecosystem-based Adaptation should receive particular attention, but other major issues (e.g. vulnerability of infrastructure to direct climate impacts) should be covered as well where appropriate. This list will be finalised in consultation with the Project implementing agencies and representatives of relevant District and national government agencies.

2. Determine indicators for the VIA to assess the sensitivity to climate change of people’s livelihoods, infrastructure, and ecosystem services, and to assess people’s adaptive capacity with regard to these climate change impacts.

In order to allow the identification of the groups of people that are particularly vulnerable to climate change, it is recommended to assess the sensitivity of the natural and other assets that form the basis of their well-being, and people's capacity to adapt to climate change impacts on those assets, through the use of appropriate indicators. Appropriate indicators to assess the sensitivity and/or resilience of ecosystem services may be linked both to the type of ecosystem (e.g. some forest types may be more sensitive / less resilient than others) and to the current condition of the ecosystem (e.g. forests that have already been degraded through anthropogenic pressure may be more sensitive / less resilient than intact ones).

3. Determine the climate variables that are relevant to assessing the vulnerability of the adaptation targets, taking into account the VIA scope and focus.

Having identified the key livelihood aspects, infrastructure and ecosystem services that may be at risk from climate change (identification of adaptation targets as described in step 1), the climate variables that have the biggest influence on these assets are to be determined (e.g. maximum or minimum temperature, number of days above or below a certain temperature, average rainfall per year, maximum or minimum rainfall per month, duration of dry periods etc.).

4. Use the results of Steps 2 and 3 to determine the vulnerability to climate change of the adaptation targets.

The company will collect data on past and current levels of the climate variables identified in Step 3, including risks of extreme weather events. They will then use projections from climate change models to assess the probability of changes in relevant climate variables. This information will then be used to determine the vulnerability to climate change of the adaptation targets, as measured by the indicators.

Vulnerability is a combination of the sensitivity and adaptive capacity of the adaptation target to exposure to a climate change variable. If there is more than one likely climate change impact that could affect an adaptation target then separate analyses for each impact are required.

5. Map the vulnerabilities to climate change that result from expected impacts on each of the adaptation targets, with separate maps for each impact.

Maps will be produced that show where the combination of high sensitivity of an asset with low adaptive capacity of the people who depend on this asset leads to high vulnerability. These maps can inform the planning of adaptation measures, including EBA.

6. Refine the VIA results with feedback from stakeholders.

The consultants will communicate the initial results of the VIA and maps in a report and a presentation to the Project implementing agencies and relevant stakeholders. The analyses and presentation of the VIA and maps will then be refined on the basis of their feedback.

Output 3

1) Maps of the current and possible future potential for the provision of ecosystem services that are relevant to climate change adaptation in the Mount Elgon region.

These maps will be used to help decide on suitable EBA options and locations. To some degree it may be possible to produce them by using the same information that was used in the VIA steps described above to assess the sensitivity / resilience of ecosystem services that people depend on, but new services may need to be included (as it may be possible to address loss of one service by making use of another).

Maps of current land use and tenure need to be included.

Activity steps

- 1) Receive a list from the Project implementing agencies of the ecosystem services whose current and potential future supply in the Mount Elgon region needs to be mapped. This list will take into account previous Project consultancy reports and the results of the VIA.
- 2) Determine for each ecosystem service that is relevant to the planning of EBA measures, the types of ecosystems (including agricultural lands) and topographic conditions which supply the service, the degree to which they supply it, and the way in which anthropogenic pressures affect the capacity of the ecosystems to supply the service.
- 3) Produce maps for each ecosystem service of the distribution of the ecosystems that currently supply the service, and the degree to which the service is supplied in different locations, taking into account current land use and any relevant pressures on the ecosystem. Where it is not possible to map service provision quantitatively, appropriate semi-quantitative scalings may need to be used.
- 4) Produce maps for each ecosystem service of the potential future distribution of the ecosystems that could supply the service in terms of climate and topography, and the degree to which they could supply it, taking into account the impacts of climate change and assuming that anthropogenic pressures on the ecosystems would be mitigated.

Output 4

- 1) **Produce GISdata sets that are suitable for the national and District project stakeholders to explore options for locations suitable for EBA activities.**

Based on the maps of current and potential ecosystem service supply, possible areas for the implementation of EBA measures will be identified, taking into account relevant factors such as land availability / land demand for other uses, acceptability to stakeholders, costs etc. The institution that hosts and uses the GIS data sets will be defined by the Project implementing agencies and PMU once the company for this contract have been selected.

5. ASSIGNMENT DELIVERABLES

- 1) A report of the results of the VIA to climate change for the Mount Elgon region. 100 pages maximum, excluding appendices.
- 2) Maps of the vulnerability to climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region.
- 3) Maps of ecosystem services potential in the Mount Elgon region to inform the analysis of where EBA is feasible.
- 4) GIS data sets suitable for the national and District project stakeholders to explore options for locations suitable for EBA activities.
- 5) A report of the methods and data sets used to conduct the VIA and produce the maps.
- 6) A report of the lessons learnt in the process and recommendations on improving the methods and data sets and guidance materials provided by UNEP-WCMC.

6. ASSIGNMENT TIMETABLE

Week 1: Review of relevant EBA Project Documents. Meetings with EBA secretariat (PMU), UNDP and IUCN and UNEP-WCMC (by telephone) to have clarity of the scope and requirements of the consultancy work.

Week 2: Submission of Inception Report on methods and timetable, including addressing skills and data gaps.

Week 3-4: Incorporation of comments from EBA secretariat and stakeholders as advice on the work plan for the task. Training by UNEP-WCMC in incorporating ecosystem services and resilience into VIA and mapping tools.

Week 5-8: Determine the indicators for the VIA of sensitivity and adaptive capacity to impacts of climate change on people's livelihoods, infrastructure, and ecosystem services. Determine the climate variables that are relevant to assessing the vulnerability of the adaptation targets. Data collection.

Week 9-12: Development of GIS datasets and trials of analytical tools. Preliminary maps.

Week 13-15: Assess the possible impact of climate changes on the adaptation targets and their vulnerability.

Week 16-18: Produce maps and interim reports. Map current and potential future supply of ecosystem services.

Week 19-20: Review and improve the VIA and maps with Project stakeholders.

Week 21- 22: Deliver GIS data sets suitable for the national and District project stakeholders to explore options for locations suitable for EBA activities.

Week 24: Submission of Final VIA report

Annex 3.1

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL - Technical

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

[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 Ref 10451 dated 03 January, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Expertise and Qualifications of the Company

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating and including in their proposal the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Company Legal Requirements:*
 - Valid and certified Certificate of Incorporation as a Company in Uganda*
 - Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number)*
 - Tax Clearance Certificate issued by URA*
 - Valid Trading Licence (where applicable)*
 - Recently issued Bank Statement (showed be issued for the last 6 months)*
 - Full and accurate physical, postal, telephone and email address of the firm*
 - Articles and Memorandum of Association*
- 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.*
- g) If Joint Venture/Consortium/Association – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, specifying the roles and responsibilities of each entity and identifying the lead entity.*

B. Proposed Methodology for the Completion of Services

The Company must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, project plan, 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

The Service Provider must provide :

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

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

[Designation]

[Date]

Annex 3.2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL - Financial

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

[insert: Location].

[insert: Date]

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

D. Cost Breakdown per Payment Releases*

	Percentage of Total Price	Price (Lump Sum, All Inclusive) in UGX
1. Inception Report		
2. A report of the field assessments detailing the methods and data sets used and the preliminary results from the VIA showing the lessons learnt, and Maps of the vulnerability to climate change impacts of local communities and the ecosystem services that support them in the Mount Elgon region		
3. Draft Report of the VIA detailing the Maps together with data sets		
4. Submission and acceptance of Final Report		
Total	100%	

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

E. Cost Breakdown by Cost Component, for reference purposes:[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:

13.2.2.1a 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.