



## REQUEST FOR PROPOSAL (RFP)

To: Eligible Consulting firms	DATE: July 9, 2018
	REFERENCE: UNDP Uganda

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consultancy firm to Prepare a Strategic plan for the department of Environment Sector Support Services in the Ministry of Water and Environment**.

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

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 "Consultancy firm to Prepare a Strategic plan for the department of Environment Sector Support Services (DESSS) in the Ministry of Water and Environment and indicating the name of the offeror. Proposals may be submitted on or before Friday, July 27, 2018 at 12:00 hrs and via email, courier mail or fax to the address below:

**United Nations Development Programme  
Yusuf Lule Road, Plot 11  
Kampala, Uganda  
Attn: Procurement office**

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

Email submission, shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
- b) The Technical Proposal and the Financial Proposal files **MUST BE COMPLETELY SEPARATE**. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

  
Alexander Seba Muhwezi  
Procurement Analyst  
9<sup>th</sup> July 2018



### Description of Requirements

Context of the Requirement	<p><b>1 Introduction</b></p> <p>Government in its Post Constitutional Reform restructured all government ministries and departments to bring them in line with the provisions of the 1995 Constitution and the 1997 Local government Act. The mandates, functions and responsibilities of the ministries and structures were clearly explained then. The mandate of the Directorate of Environment Affairs as derived from Article 189 of the Constitution and sections 96-98 of the Local Government Act 1997 is to regulate, supervise and coordinate (divested and decentralized functions</p> <p>In 1998, when the Ministry of Water, Lands and Environment was restructured, the Department of Environment of Environment Affairs was created to execute the role of central government over the corresponding divested and decentralized functions in environmental management. Later the Directorate of Environment Affairs was created and the Department of Environment Support Services performs delegated functions on behalf of the Directorate of Environment Affairs. These include formulation of environment policy framework, setting standards, regulation, coordination, national plans, technical backstopping, training, resources mobilization, inspection and monitoring and supervision of actors in the sub-sector including divested agencies like the National Environment Management Authority (NEMA), National Forest Authority (NFA) as well as Local Governments and other implementing agencies in order to harness sustainable use of environmental resources and ensure a healthy, safe and clean environment.</p>
	<p>Government recognizes the new global effort to relate the elements of the international economic system and mankind's need for a safe and stable natural environment. Government has signed many multilateral agreements, which oblige it to implement the conventions and protocols to which it is signatory. In this view, government is supposed to design its domestic policy in line with the multilateral agreements. The Ministry of Water and Environment is responsible for formulating policy on environment. In line with this, the Directorate of Environment Affairs plans to create an enabling environment for policy formulation.</p> <p>Given the mandate and functions, the Department of Environment Support Services requires a clear vision, goals, objectives and strategies to effectively execute its mandate. This calls for a Strategic Plan, which provides a clear vision, goals and objectives over a long time, which will guide the Department to deliver on these goals and objectives. The plan will analyze the current situation and clearly show how the needs of the country shall be met regarding environment and natural resources management in the next 10 years. The strategic plan will also be used as a tool for fundraising as it will clearly show the resources required to achieve the vision and goals of the department.</p>

## **2. General Background**

Over the last two decades, Uganda has enjoyed unprecedented socioeconomic transformation, thanks to the political stability, support from development partners, and astuteness of the Ugandan people. Total Gross Domestic Product (GDP) for example, has more than doubled between 1990 and 2010. This development is hinged largely on natural resources and environment – more than 90% of agriculture is rain-fed, thanks to year-round availability of rain; the budding tourism industry is based on beautiful landscape, biodiversity and conducive climate.

However, there are concerns that the rapid economic growth that Uganda has enjoyed over the last 2 decades is slowing down due the rampant environmental degradation. For instance, the sector share of GDP remains at 21% having reduced from 47.7% in the late 1990's and 46.1% in the early 2000's. The sector also continues to absorb the largest share of labour force, with more than 73% of the population relying on the natural resource base for their livelihood, which is a serious threat to the environment and natural resources. The underlying cause of this environmental degradation and pollution can be attributed essentially to inadequate environmental governance. This may sound paradoxical considering the existence of seemingly strong environmental institutions (that include the Ministry of Water and Environment (MoWE), the National Environment Management Authority (NEMA)), a strong environmental legislative regime created in the early to mid-1990s, and large-scale training of environmental professionals and researchers at graduate and post-graduate level.

In 2010, the Government of Uganda (GoU) launched the National Development Plan (NDP), which is a five-year plan detailing the development priorities that the GoU intends to achieve in the next 5 years. The NDP, whose implementation is spearheaded by the National Planning Authority (NPA), has set ambitious targets in different sectors, and is the first major attempt at mainstreaming environmental issues into the national development process.

While the NDP potentially provides a big opportunity for Uganda to get on a sustainable development path, there are major bottlenecks in its implementation. Without sufficient funding and human resources backed by clear institutional linkages and legislation for the environment and Natural Resources sub-sector, the achievements made in various economic, governance and social sector domains could be reversed and efforts to achieve the Millennium Development Goals (MDGs) and NDP targets will be undermined. Indeed, the National MDGs Progress Report, 2010, indicates very slow progress towards MDG 7 targets – integrating environmental sustainability into development policies (Target 7A) and reducing biodiversity loss (target 7B).



	<p><b>3 Justification for the Environment Strategic Plan for DESSS</b></p> <p>Given the complex challenges facing the environment sector, the GoU cannot effectively address environmental concerns with the existing capacities and budgets. More so, piecemeal interventions are unlikely to address complex issues such as harmonization of sectoral policies and plans, review of legislative and institutional frameworks, and developing capacity and incentives for effective environmental law enforcement. These require more comprehensive interventions with long-term orientation. It is for this reason that a comprehensive Strategic Plan for the environmental sub-sector is required to guide coordination of the efforts in the sector. This will strengthen efforts to implement the WESP (2007...) NDP and Vision 2030 to address national priorities as well as address requirements for regional cooperation and international environmental governance.</p> <p>In the past, many studies and reviews have been undertaken and identified key issues to be implemented. These include a review of the Functional Structure of the Ministry of Water, Lands and Environment, of (1999), the framework for Environmental Governance in Uganda (2003), a functional Analysis of Ministry of Water, Lands and Environment (2004) among others.</p> <p>In light of the above, services of a consultancy firm are required to develop a Strategic Plan for the Department of Environment Sector Support Services for the Ministry of Water and Environment.</p>
Implementing Partner of UNDP	Ministry of Water and Environment
Brief Description of the Required Services <sup>1</sup>	i) Development of a Strategic Plan for the Department of Environment Sector Support Services in the Ministry of Water and Environment. Further Details are TORs – Annex 2.
List and Description of Expected Outputs to be Delivered	<p><b>10. Output</b></p> <p>a. Detailed functional roles and relationship between Department of Environment Sector Support Services in the Ministry of Water and Environment and other environmental management agencies;</p> <p>b. A strategic plan with:</p> <ul style="list-style-type: none"> <li>i. A clear vision, mission and strategic objectives;</li> <li>ii. Identified priorities and key actions and resources needed to implement them, with described manpower requirement and proposed capacity building and proposals for financing it. Different scenarios will need to be developed which anticipate different levels of funding. Any assumptions or extrapolations made in costing should be clarified.</li> </ul>

	<p>iii. A critical analysis of current levels of financing and staffing, the extra that will be needed to implement that plan, where the funds are anticipated to come from, and the consequences of not getting sufficient funds to finance the whole plan.</p> <p>iv. Well packaged information/data indicating cost elements of the development plan to make it simple for the Government of Uganda and development partners to appreciate the need to fund the department. All necessary tables and graphics, as well as narrative, provided for the costing and financing section of the plan.</p> <p>I. Priority plans and actions by year with estimated funding</p>
Person to Supervise the Work/Performance of the Service Provider	The firm shall report to the to the Permanent Secretary, Ministry of Water and Environment through the Director for Environment Affairs, <b><i>“inclusive Green growth for Poverty Reduction Project”</i></b> who shall be responsible for assuring the overall technical quality of the key deliverables.
Frequency of Reporting	Regularly in accordance to deliverables timeframes.
Progress Reporting Requirements	Electronic and hard copies highlighting progress in accordance to the requirement of the assignment.
Location of work	Kampala with travels upcountry to selected local governments.
Expected duration of work	45 days
Target start date	1 <sup>st</sup> August 2018
Latest completion date	7 <sup>th</sup> October 2018
Travels Expected	As necessary to achieve the deliverables requested in this RFP. There are anticipated travels upcountry to selected local government for consultations.
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	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, etc.).
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 shall be taking the roles of Team Leader, Senior Expert, and other support staff.
Currency of Proposal	Uganda Shillings only and USD Dollars



Value Added Tax on Price Proposal <sup>2</sup>	Must be inclusive of VAT if applicable; Include other applicable indirect taxes								
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	120 days								
Partial Quotes	Not permitted								
Payment Terms <sup>3</sup>	<p><b>Price proposal and schedule of payment:</b></p> <p>The contract will be lump sum with three payments as broken down below, upon successful delivery of the expected products from this consultancy as cleared by the Ministry of Water and Environment and UNDP Uganda Country Office.</p> <p><b>The deliverable and budget percentages</b></p> <table border="1"> <thead> <tr> <th>Deliverable</th><th>Percentage payment</th></tr> </thead> <tbody> <tr> <td>1. Submission and approval of the inception report</td><td>20% of the total cost upon</td></tr> <tr> <td>2. Submission and approval of the first draft</td><td>30% of the total cost</td></tr> <tr> <td>3. Submission of the final report</td><td>50% of the total cost</td></tr> </tbody> </table>	Deliverable	Percentage payment	1. Submission and approval of the inception report	20% of the total cost upon	2. Submission and approval of the first draft	30% of the total cost	3. Submission of the final report	50% of the total cost
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	<p><b>Condition for Payment Releases:</b></p> <p>Within thirty (30) days from the date of meeting the following conditions:  UNDP's written acceptance (i.e., not mere receipt) of the quality of the deliverables; and  a) Receipt of original invoice from the Company.</p>								
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Director Environmental Affairs, "inclusive Green growth for Poverty Reduction Project" project who shall be responsible for assuring the overall technical quality of the key deliverables.								
Type of Contract to be Signed	Contract for Professional Services								
	Lowest Financial Offer among Technically Responsive and Qualified Proposals								

Criteria for Contract Award	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	<b><u>Technical Proposal (70%)</u></b>  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	One Service Provider
Annexes to this RFP <sup>4</sup>	<ul style="list-style-type: none"> <li>• Detailed Terms of Reference (Annex 2)</li> <li>• Form for Submission of Technical and Financial Proposal (Annex 3)</li> <li>• General Terms and Conditions / Special Conditions (Annex 4)</li> </ul>
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p>Ms. Allen Namale; Procurement Officer GCF Project Emails: <a href="mailto:allen.namale@undp.org">allen.namale@undp.org</a> ;<a href="mailto:diana.nabbanja@undp.org">diana.nabbanja@undp.org</a>; <a href="mailto:alexander.muhwezi@undp.org">alexander.muhwezi@undp.org</a></p> <p>No clarifications will be accepted later than <b>23<sup>rd</sup> July 2018 17:00 hrs.</b> Responses to such clarifications will be posted at the UNDP Procurement Notice website: <a href="http://procurement.notices.undp.org/">http://procurement.notices.undp.org/</a></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> <p>This contact persons 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>
Documentation/information needed to ascertain legality of firm	<p>Company Legal Requirements:</p> <ul style="list-style-type: none"> <li>• Valid and certified Certificate of Incorporation for the Company or its equivalent</li> <li>• Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number)</li> <li>• Tax Clearance Certificate issued by URA or relevant authorities or its equivalent</li> <li>• Valid Trading License (where applicable)</li> <li>• Recently issued Bank Statement (should be issued for the last 6 months)</li> <li>• Full and accurate physical, postal, telephone and email address of the firm</li> <li>• Articles and Memorandum of Association</li> </ul>
Other Information [pls. specify]	Attach signed CVs for key personnel and statements of undertaking confirming availability for the assignment during the period July to September 2018.



<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"> <li>a) Submit another proposal, either in its own capacity; nor</li> <li>b) As a lead entity or a member entity for another joint venture submitting another Proposal.</li> </ul> <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>
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## **DEPARTMENT OF ENVIRONMENT SECTOR SUPPORT SERVICES**

### **STRATEGIC PLAN**

#### **TERMS OF REFERENCE**

##### **1 Introduction**

Government in its Post Constitutional Reform restructured all government ministries and departments to bring them in line with the provisions of the 1995 Constitution and the 1997 Local government Act. The mandates, functions and responsibilities of the ministries and structures were clearly explained then. The mandate of the Directorate of Environment Affairs as derived from Article 189 of the Constitution and sections 96-98 of the Local Government Act 1997 is to regulate, supervise and coordinate (divested and decentralized functions

In 1998, when the Ministry of Water, Lands and Environment was restructured, the Department of Environment of Environment Affairs was created to execute the role of central government over the corresponding divested and decentralized functions in environmental management. Later the Directorate of Environment Affairs was created and the Department of Environment Support Services performs delegated functions on behalf of the Directorate of Environment Affairs. These include formulation of environment policy framework, setting standards, regulation, coordination, national plans, technical backstopping, training, resources mobilization, inspection and monitoring and supervision of actors in the sub-sector including divested agencies like the National Environment Management Authority (NEMA), National Forest Authority (NFA) as well as Local Governments and other implementing agencies in order to harness sustainable use of environmental resources and ensure a healthy, safe and clean environment.

Government recognizes the new global effort to relate the elements of the international economic system and mankind's need for a safe and stable natural environment. Government has signed many multilateral agreements, which oblige it to implement the conventions and protocols to which it is signatory. In this view, government is supposed to design its domestic policy in line with the multilateral agreements. The Ministry of Water and Environment is responsible for formulating policy on environment. In line with this, the Directorate of Environment Affairs plans to create an enabling environment for policy formulation.

Given the mandate and functions, the Department of Environment Support Services requires a clear vision, goals, objectives and strategies to effectively execute its mandate. This calls for a Strategic Plan, which provides a clear vision, goals and objectives over a long time, which will guide the Department to deliver on these goals and objectives. The plan will analyze the current



situation and clearly show how the needs of the country shall be met regarding environment and natural resources management in the next 10 years. The strategic plan will also be used as a tool for fundraising as it will clearly show the resources required to achieve the vision and goals of the department.

## **2. General Background**

Over the last two decades, Uganda has enjoyed unprecedented socioeconomic transformation, thanks to the political stability, support from development partners, and astuteness of the Ugandan people. Total Gross Domestic Product (GDP) for example, has more than doubled between 1990 and 2010. This development is hinged largely on natural resources and environment – more than 90% of agriculture is rain-fed, thanks to year-round availability of rain; the budding tourism industry is based on beautiful landscape, biodiversity and conducive climate.

However, there are concerns that the rapid economic growth that Uganda has enjoyed over the last 2 decades is slowing down due the rampant environmental degradation. For instance, the sector share of GDP remains at 21% having reduced from 47.7% in the late 1990's and 46.1% in the early 2000's. The sector also continues to absorb the largest share of labour force, with more than 73% of the population relying on the natural resource base for their livelihood, which is a serious threat to the environment and natural resources. The underlying cause of this environmental degradation and pollution can be attributed essentially to inadequate environmental governance. This may sound paradoxical considering the existence of seemingly strong environmental institutions (that include the Ministry of Water and Environment (MoWE), the National Environment Management Authority (NEMA)), a strong environmental legislative regime created in the early to mid-1990s, and large-scale training of environmental professionals and researchers at graduate and post-graduate level.

In 2010, the Government of Uganda (GoU) launched the National Development Plan (NDP), which is a five-year plan detailing the development priorities that the GoU intends to achieve in the next 5 years. The NDP, whose implementation is spearheaded by the National Planning Authority (NPA), has set ambitious targets in different sectors, and is the first major attempt at mainstreaming environmental issues into the national development process.

While the NDP potentially provides a big opportunity for Uganda to get on a sustainable development path, there are major bottlenecks in its implementation. Without sufficient funding and human resources backed by clear institutional linkages and legislation for the environment and Natural Resources sub-sector, the achievements made in various economic, governance and social sector domains could be reversed and efforts to achieve the Millennium Development Goals (MDGs) and NDP targets will be undermined. Indeed, the National MDGs Progress Report, 2010, indicates very slow progress towards MDG 7 targets – integrating environmental sustainability into development policies (Target 7A) and reducing biodiversity loss (target 7B).

### **3 Justification for the Environment Strategic Plan for DESSS**

Given the complex challenges facing the environment sector, the GoU cannot effectively address environmental concerns with the existing capacities and budgets. More so, piecemeal interventions are unlikely to address complex issues such as harmonization of sectoral policies and plans, review of legislative and institutional frameworks, and developing capacity and incentives for effective environmental law enforcement. These require more comprehensive interventions with long-term orientation. It is for this reason that a comprehensive Strategic Plan for the environmental sub-sector is required to guide coordination of the efforts in the sector. This will strengthen efforts to implement the WESP (2007...) NDP and Vision 2030 to address national priorities as well as address requirements for regional cooperation and international environmental governance.

In the past, many studies and reviews have been undertaken and identified key issues to be implemented. These include a review of the Functional Structure of the Ministry of Water, Lands and Environment, of (1999), the framework for Environmental Governance in Uganda (2003), a functional Analysis of Ministry of Water, Lands and Environment (2004) among others.

### **4 Overall objective**

The overall objective of this assignment is to prepare a Strategic Plan for the Department of Environment Sector Support Services in line with its mandates and functions.

### **5 Scope of Work**

The strategic plan is intended to address the following aspects among others:

- a. Updated situational analysis of the environment sector and environmental management issues and priorities
- b. Mechanisms and incentives for the active involvement of non- state actors – particularly civil society and private sector including community-based interest groups, as well as regional and international organizations;
- c. Mechanisms for enhancing community participation in environmental management – including strengthening Environment committees and move towards self policing as well as community policing
- d. Mechanisms for streamlining roles and responsibilities of different institutions for improving performance of subsector institutions over-all;
- e. Mechanisms for analyzing, accenting to and implementing the multilateral agreements;
- f. Mechanisms for removing bottle necks in governance at all levels;
- g. Strategies for addressing overlaps, duplication programs and projects within the subsector.



- h. Mechanisms for ensuring evidence-based planning for environmental management to realize the Vision 2030 and National Development Plan's sustainable development objectives.
- i. Strategies for reconciling environmental sustainability with the rapid development demands, especially those for providing information on the economic value of ecosystems and guidance on making trade-off between different competing demands.
- j. Monitoring plan and strategies for systematically collecting detailed and relevant data for monitoring changes in the environment and natural resources trends, including developing capacity for data collection in the different sectors; and a clear chain of results from activities;
- k. Mechanisms to benchmark service delivery successes;
- l. Strategies for strengthening coordination with local governments, cultural institutions and other agencies;
- m. Strategic Plan financing plan
- n. Strategies for strengthening collaboration with the development partners and ensuring sustainable financing;
- o. Recommendations for efficient implementation of the strategic plan including staffing, equipment and funding.

## 6. Tasks to be carried out

The undertaking will carry out the following tasks

- a. Preparing a Situational analysis of environmental issues in the country through:
  - i. Review the existing policies and legislation and identify areas relating to environment and natural resources management that need to be streamlined to enhance the performance of the sub-sector;
  - ii. Review the existing institutional frameworks to clarify and streamline the roles, mandates, responsibilities and linkages between different public institutions at central and local levels about environment management;
  - iii. Review of reports of studies and reviews carried out on the department and related institutions.
  - iv. Conducting consultations with MWE, Lead Agencies, Districts, Private Sector, Civil Society and development partners
- b. Analyzing the information generated in through above activities and preparing a strategic plan that addresses the components highlighted in section 5 above.
- c. Facilitating stakeholder's discussions to validate and secure ownership of the strategic plan.

## **7 Output**

The Consultant shall be expected to produce three well-bound copies of the strategic plan, plus a soft copy on CD to the Ministry of Water and Environment. The Expected outputs of this Consultancy will include, but not limited to;

- c. Increased understanding of the functional roles and relationship between DESSS and other environmental management agencies;
- d. A strategic plan with:
  - v. A clear vision, mission and strategic objectives;
  - vi. Identified priorities and key actions and resources needed to implement them, with described manpower requirement and proposed capacity building and proposals for financing it. Different scenarios will need to be developed which anticipate different levels of funding. Any assumptions or extrapolations made in costing should be clarified.
  - vii. A critical analysis of current levels of financing and staffing, the extra that will be needed to implement that plan, where the funds are anticipated to come from, and the consequences of not getting sufficient funds to finance the whole plan.
  - viii. Well packaged information/data indicating cost elements of the development plan to make it simple for the Government of Uganda and development partners to appreciate the need to fund the department. All necessary tables and graphics, as well as narrative, provided for the costing and financing section of the plan.
  - ix. Priority plans and actions by year and funding should be explained.

## **8 Methodology**

The task will be undertaken by a Consultant hired by MWE. Reporting to the PS MWE, the Consultant will work with the Directorate of Environment Affairs and the Department of Environmental Support Services, the Consultant shall take the lead in designing the planning process and methodology, preparing a situation analysis report, preparing Strategic plan document and facilitating review processes within the MWE and with stakeholders aiming at validating the strategic plan and promoting its ownership. The process will involve desk work, brainstorming/planning sessions, consultations at all levels and across subsector.

The following categories of stakeholders will be consulted:

- a. Local Governments at district and sub-county levels Civil Society Organizations (CSOs) and Non-Governmental Organizations with a stake in environment
- b. Private Sector impacting on and benefitting from the environment and natural resources
- c. Key cultural institutions
- d. Lead agencies in the subsector
- e. Current and potential Development Partners in the sub-sector



## **9 Experience and Qualification – Profiles of consultant**

The undertaking will be carried out by a multidisciplinary team of experts.

The following are the required qualifications for the lead consultant:

- a) At least a Master of Science Degree in Environment and Natural Resources Management/ Forestry;
- b) Long-standing experience of not less than 10 years in environment and natural resources management;
- c) Knowledge of Uganda's policy and natural resources social economics is an added advantage;
- d) Should be familiar with issues of mandates, functions and roles of the different institutions affiliated to the environment sub-sector and those impacting on the environment and natural resources;
- e) He/ she should have proven experience in preparing strategic plans and should be familiar with issues of long-term financing mechanisms;
- f) He /she should also be familiar with the participatory planning approaches;
- g) He/ she should be fluent in written and spoken English.

The Lead Consultant shall be responsible for constituting the team of experts with the following areas of expertise: policy and institutional analysis, environmental economics, sector planning, monitoring and evaluation, resources mobilization, international policy regimes, among others.

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## **10 The Role of the Ministry of Water and Environment**

The MWE will:

- ii) Provide the necessary comments on the reports submitted by the consultant
- iii) Avail documentation on the Ministry and the Department and facilitate access to information from other institutions and local governments.
- iv) Organize/convene workshops and meetings convened for purpose of this planning.

## **11 Timeframe**

Expected outputs will include:

- II. An inception report 14 day after signing the contract
- III. First draft report 30 days after signing the contract
- IV. Final report 7 days after second draft report

## **12 Mode of Payment**

**The payment will be made in three installments**

- 20% of the total cost upon submission and approval of the inception report
- 30% of the total cost upon submission and approval of the first draft
- 50% of the total cost upon submission of the final report

## **13 Reporting**

The consultant will report to the Permanent Secretary, Ministry of Water and Environment through the Director for Environment Affairs.





### ***Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	50%	500					
3.	Personnel	20%	200					
	<b>Total</b>		<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	40					
1.2	Litigation and Arbitration history	25					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	75					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	35					
1.5	Quality assurance procedures, warranty	25					
1.6	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	100					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	50					
2.2	Have the important aspects of the task been addressed in sufficient detail?	40					
2.3	Are the different components of the project adequately weighted relative to one another?	30					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	60					
2.5	Is the conceptual framework adopted appropriate for the task?	70					
2.6	Is the scope of task well defined and does it correspond to the TOR?	150					



2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100					
		500					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity				
					A	B	C	D	E
3.1	Task Manager			100					
		Sub-Score							
	General Qualification	95							
	Suitability for the Project								
	- International Experience	20							
	- Training Experience	20							
	- Professional Experience in the area of specialisation	45							
	- Knowledge of the region	10							
	- Language Qualifications		5						
			100						
3.2	Senior Expert			75					
		Sub-Score							
	General Qualification	70							
	Suitability for the Project								
	- International Experience	10							
	- Training Experience	10							
	- Professional Experience in the area of specialisation	30							
	- Knowledge of the region	20							
	- Language Qualifications		5						
			75						
3.3	Junior Expert			25					
		Sub-Score							
	General Qualification	20							
	Suitability for the Project								
	- International Experience	5							
	- Training Experience	5							
	- Professional Experience in the area of specialisation	10							
	- Knowledge of the region	0							
	- Language Qualification		5						
			25						
	<b>Total Part 3</b>			200					

## Annex 4

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to 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, contract 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.*

<sup>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>7</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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**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.

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

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	....		
	Total	100%	

*\*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
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

[Date]

## Annex 5

### *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.