



REQUEST FOR PROPOSAL (RFP)

Qualified Ugandan Companies	DATE: August 22, 2018
	REFERENCE UNDP-RFP/UGA18/012: RFP Firm to Undertake Analysis and Development of Knowledge Products for the Development Minerals Sector in Uganda: Minimum Operating Standards Toolkit for Safety, Health and Environmental Management and Conflict Sensitive Community Engagement Toolkit

Dear Sir / Madam:

We kindly request you to submit your Proposal for Analysis and Development of Knowledge Products for the Development Minerals Sector in Uganda When preparing you RFP Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Quotations may be submitted either by email or hard copies on or before Wednesday 5th September 2018, by 3:00pm

**Sealed bid to the below address;
United Nations Development Programme**

Labelled:

RFP/UGA18/012 Analysis and Development of Knowledge Products for the Development Minerals Sector in Uganda

Or

Email: tenders.kampala@undp.org

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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


<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Alexander Muhwezi
Procurement Analyst
8/22/2018

Description of Requirements

Context of the Requirement	<p>BACKGROUND</p> <p>Uganda is rich in natural resources and has a favorable geological environment that hosts over 27 different minerals including limestone, marble, stone aggregate, phosphate, dimension stone, clay, gold, tin, iron ore, sand, oil and natural gas among others. Mining offers a significant opportunity for the country; particularly as a source of employment and income, revenue, economic lifeline for industries and a way of contributing to social and economic development at local, national and sub-regional levels. Nationally the mining industry is key to attaining 'Vision 2040' and the National Development Plan II (2015/16 – 2019/20).</p> <p>Uganda's strong economic growth, infrastructure boom and rapid urbanisation over the last two decades are driving the demand for construction materials (such as gravel and sand), dimension stones (such as marble and granite), industrial minerals (such as bentonite and talc) and semi-precious stones (such as garnet and amethyst). These minerals are referred to as Development Minerals, which are minerals and materials that are mined, processed, manufactured and consumed domestically in industries such as construction, manufacturing, and agriculture. Development Minerals are economically important close to the location where the commodity is mined and have the potential to support economic and social development through employment at the local level for millions of people.</p> <p>Uganda's new Minerals and Mining Policy (2016) corroborates geo-data on resource estimation indicating that Uganda has abundant mineral resource reserves for world class economic mineral deposits. Previously overlooked resources such as sand, clay and stone have taken center stage for their ability to create employment, drive national and local economic growth and reduce poverty.</p> <p>The recently concluded Baseline Assessment and Value Chain Analysis of Development Minerals in Uganda indicates that the rapid urbanisation in Uganda, with an estimated urban population of 20 million by 2020 presents unique and new opportunities, and challenges, for the construction industry. In addition, over 700,000 new entrants into a job market with limited capacity to absorb them has also informed the Government of Uganda's prioritization of job creation and infrastructure improvements.</p> <p>At 6% growth per annum, the construction sector continues to be strong and, with it, a market for a broad range of construction materials including sand, clay, limestone, marble, kaolin and stone aggregate. The Development Minerals sector directly employs approximately 390,000 Ugandans, with women making up more than 44% of the work force. This is almost 3% of the country's working age population. Furthermore, Development Minerals are estimated to indirectly benefit more than 2.5 million Ugandans or about 7% of Uganda's total population.</p> <p>However, the sector is not without its challenges. The mining of Development Minerals can pose environmental, social and occupational risks that require careful mitigation, management and oversight. Although the high participation of women in the workforce</p>
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	<p>(particularly for commodities such as stone aggregate and salt) highlights the importance of increasing women's access to strategic positions in the value-chain as concession holders, financiers, equipment owners, traders as well as in paid employment, there is a clear need for targeted measures to rectify inequalities in the sector. The sector is also severely under-documented and largely informal, presenting major challenges for regulators and those positioned to deliver more appropriately-tailored services.</p> <p>It is estimated that 98% of ASM production and 56% of MSM production of Development Minerals takes place outside of the current mining sector legal framework. Conflict in the sector mainly occurs between miners themselves, between miners and traders (often related to non- or under-payment) and between miners and other land users. Without adequate management, conflict can have negative social and environmental impacts. Mining-related conflicts can also reduce the sector's 'social license to operate' - thus amplifying anti-ASM public sentiment.</p> <p>It is therefore pertinent to strengthen the capacity of key stakeholders such as the small-scale private sector, associations/chambers, and public institutions to enhance the management of mining operations through conflict management and grievance handling mechanisms and to support adherence to and oversight over national and international environmental, health and safety standards towards sustainable mining of Development Minerals. In this regard, an in-depth analysis of drivers specific to the Development Minerals sector is required within the thematic areas of Safety, Health and Environment as well as in Conflict Management. Additionally, the development of i) a Minimum Operating Standards Toolkit for Health, Safety and Environment Management in the Development Minerals Sector in Uganda and ii) Conflict Sensitive Community Engagement Toolkit for Development Minerals sector stakeholders in Uganda are required.</p> <p>UNDP in collaboration with the Ministry of Energy and Mineral Development is implementing the <u>ACP-EU Development Minerals Programme</u> in Uganda. The three-year capacity building programme aims to build the profile, and improve the management of <i>Development Minerals</i> (industrial minerals; construction materials; dimension stones; and semi-precious stones) as well as contribute to addressing gender inequalities. The programme is an initiative of the African, Caribbean and Pacific (ACP) Group of States, financed by the European Union and the United Nations Development Programme (UNDP) and implemented by UNDP.</p>
Implementing Partner of UNDP	Nil
Description of the Required Services	<p>Objectives</p> <ol style="list-style-type: none"> 1. The objectives of this assignment are: 2. To generate data on and strengthen capacities of stakeholders in mitigating risk borne out of Safety, Health and Environmental mismanagement by strengthening capacities of sector stakeholders to respond and implement highlighted mitigation strategies. 3. To undertake a feasibility study for integration of the Development Minerals sector into the existing conflict early warning system and grievance handling mechanisms – at sub-national and national levels—that explore sector conflicts dynamics and current state of play of the efficiency of existing systems.

	<p>4. Specifically, the assignment is intended to:</p> <p>5. Generate data on the Safety, Health and Environment dynamics within the operating context of the Development Minerals sector towards deriving actionable measures in mitigating and managing associated capacity challenges of stakeholders. Concrete proposals on regulatory framework strengthening should also be highlighted.</p> <p>6. Develop Minimum Operating Standards Toolkit for Safety, Health and Environmental Management for the Development Minerals Sector in Uganda. -</p> <p>7. Generate data on the conflict dynamics within the operating context of the Development Minerals sector towards deriving actionable measures in mitigating and managing conflicts within a national conflict early warning system. Concrete proposals on regulatory framework strengthening and a defined mechanism to integrate and formalize grievance handling mechanisms for ASM should be included.</p> <p>8. Develop a Conflict-sensitive community engagement toolkit that will facilitate multi-stakeholder actions on community engagement, participation and monitoring based on the tenets of free, prior and informed consent; and</p> <p>9. Undertake a capacity assessment, address emergent capacity needs and raise awareness of Directorate of Geological Survey and Mines (DGSM) Staff and representatives of ASM representatives - on Conflict Sensitive Mining and Grievance Handling.</p> <p>Key Tasks</p> <p>10. Under the direct supervision of the ACP-EU Development Minerals Programme Country Coordinator for Uganda and Team Leader – Inclusive Green Growth Programme and the overall supervision of the ACP-EU Development Minerals Programme Manager, the Consultancy firm is required to utilise a participatory approach and process to ensure wide stakeholder consultation in the collection of both secondary and primary data. It is expected that data collected will be analyzed using a rigorous and transparent analysis framework, summarized and presented to the Uganda Country Working Group and at a National Validation Workshop to aid in prioritization of strategic interventions and ensure sufficient inclusion of all stakeholder views.</p> <p><u>The key tasks:</u></p> <p>11. 1. Prepare an inception report detailing understanding of the terms of reference for the assignment; detailed methodology to be adopted to achieve the objectives of the assignment and the timelines for submission of the assignment deliverables.</p> <p>Analyses and Toolkits</p> <p>Safety, Health and Environment Component:</p> <p>12. 2.2 Review relevant documents with specific attention to current Safety, Health, and Environmental (SHE) risk mitigation and management provisions and exigent stakeholder capacity gaps in the Development Minerals sector. The capacity gaps should be categorised into i) Institutional framework capacity gaps; and ii) stakeholder capacity needs and barriers to utilisation of regulatory framework and best practice provisions for effective management of SHE issues in the Development Minerals sector in Uganda. The consultancy firm will be expected to detail specific actions related to each area.</p>
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	<p>13. 2.3 Conduct extensive consultations with key stakeholders to identify barriers to effective SHE management in the Development Minerals sector. To do so, the consultancy is expected to determine a sample of key informants and representatives from relevant public sector, private sector and business development institutions as well as Civil Society Organizations.</p> <p>14. 2.4 Prepare the i) draft study report and ii) Minimum Operating Standards toolkit that will be validated by the Country Working Group and other sector experts.</p> <p>15. 2.5 Prepare a Final study report and Minimum Operating Standards toolkit that includes the list of stakeholders consulted among others.</p> <p>Conflict Management and Grievance Handling Component:</p> <p>16. 2.6 Identify, review and document current extractives sector conflict mitigation and management provisions and capacity gaps for contextualization for the Development Minerals sector in Uganda. The capacity gaps should be categorised into i) Institutional framework and non-state actors' capacity gaps at national and sub-national levels; ii) gender gaps in incomes and employment opportunities for women, youth and persons with disabilities that exacerbate income inequalities; iii) barriers and opportunities for conflict management within the national and sub-national conflict early warning system; opportunities and capacity needs for community based grievance handling mechanisms that are synergised with national-level action, and iv) capacity needs and barriers to utilisation of regulatory framework provisions for conflict management in the Development Minerals sector. The consultancy will be expected to detail specific actions related to each area.</p> <p>17. Conduct extensive consultations with key stakeholders to identify barriers to effective conflict management in the Development Minerals sector. To do so, the consultancy is expected to determine a sample of key informants and representatives from relevant public, private and business development institutions as well as Civil Society Organizations including ASM communities and ASM operators.</p> <p>18. Undertake a stakeholder conflict management needs assessment and SWOT analysis to identify stakeholders' specific needs, key issues, priorities and actions to be undertaken to enhance management of conflict issues and propose a grievance handling mechanism pertinent to artisanal and small-scale mining of Development Minerals within the existing regulatory framework and current practice provisions;</p> <p>19. Prepare the draft study report that includes situation analysis of the Development Minerals sector including a feasibility study for integration of Development Minerals sector specific issues into the national conflict early-warning system where applicable with consideration of the entire mining cycle in artisanal and small-scale mining of Development Minerals;</p> <p>20. Develop a conflict sensitive community engagement toolkit. This toolkit should include guidance on strategies for building conflict prevention dialogue and the mediation skills of miners, associations, public institutions and mining communities and the establishment of a grievance handling mechanism.</p> <p>Hold a stakeholder consultation workshop</p> <p>3.1 Present the findings of the analyses to key stakeholders for validation</p> <p>21. 3.2 Prepare a Final study report that includes the list of stakeholders consulted among others.</p>
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Undertake Concrete Actions to address institutional capacity gaps through the operationalization of conflict and grievance handling mechanism

22. Conduct a capacity needs assessment of Directorate of Geological Survey and Mines (DGSM) Staff as well as that of other relevant stakeholders in the institutional landscape in Conflict Sensitive Mining and Grievance Handling; this can be reflected in the initial Conflict analyses.
23. Conduct a two-day sensitization and participatory learning workshop on Conflict Sensitive Mining and Grievance Handling for DGSM Staff and artisanal and small-scale miners and their representatives;
24. Provide final workshop report on Capacity enhancement in Conflict sensitive mining and Grievance Handling.

Expected Outputs and Deliverables

25. The key deliverables of this assignment include:
26. An inception report within 5 days of signing the contract detailing the consultancy firm's understanding of the terms of reference for the assignment, detailed methodology to be adopted to achieve the objectives of the assignment and the timelines for submission of the assignment deliverables;
27. Two draft reports of the respective analyses
28. Toolkits: 1) Minimum Operating Standards toolkit on Safety, Health and Environment in the Development Minerals Sector in Uganda and 2) Conflict Sensitive Community Engagement Toolkit with guidance on the establishment of a grievance handling mechanism

Capacity Strengthening and sensitisation Workshop on Conflict Sensitive Mining and Grievance Handling targeting DGSM Staff, artisanal and small-scale miners' association representatives within 50 working days of signing the contract;

Deliverables/ Outputs	Estimated Duration to Complete	Review and Approvals Required (Indicate designation of person who will review output and confirm acceptance)
Final acceptable Inception report	5 work days	Country Coordinator for Uganda Team Leader, Inclusive Green Growth Programme, ACP-EU Development Minerals Programme Team
Two validated reports of the respective analyses (Submission after national validation workshop)	20 work days	Country Coordinator for Uganda Team Leader, Inclusive Green Growth Programme, ACP-EU Development Minerals Programme Team
Toolkits: 1) Minimum Operating Standards toolkit on Safety, Health and Environment in the Development Minerals Sector in Uganda and 2) Conflict Sensitive Community Engagement Toolkit with guidance on the establishment of a grievance handling	15 work days	Country Coordinator for Uganda Team Leader, Inclusive Green Growth Programme, ACP-EU Development Minerals Programme Team

	mechanism – within 35 working days of contract signing;		
	Capacity Strengthening Exercise on Conflict Sensitive Mining and Grievance Handling targeting DGSM Staff and other Sector stakeholders including final workshop report	10 work days	Country Coordinator for Uganda Team Leader, Inclusive Green Growth Programme, ACP-EU Development Minerals Programme Team
List and Description of Expected Outputs to be Delivered	<p>SCOPE OF WORK AND DELIVERABLES</p> <p><i>Scope of work and methodology</i></p> <p><i>UNDP is seeking the services of a competent firm to undertake the following:</i></p> <ul style="list-style-type: none"> <i>i) A situation analysis of conflict in the Development Minerals sector as well as a diagnosis of existing judicial, non-judicial and traditional conflict management and grievance handling mechanism that are applicable and suggest options for efficient handling of sector related conflicts within existing frameworks. The consultant will also be required to assist with capacity building for stakeholders regarding conflict management and grievance handling mechanisms relevant to Ugandan context.</i> <i>ii) Analysis of latent stakeholder capacity gaps in management of Safety, Health and Environment dynamics within the operating context of the Development Minerals sector towards deriving actionable measures in mitigating and managing associated capacity challenges of stakeholders. Concrete proposals on regulatory framework strengthening should also be highlighted.</i> <i>iii) Develop Minimum Operating Standards Toolkit for Safety, Health and Environmental Management for the Development Minerals sector in Uganda that will facilitate multi-stakeholder actions on Safety, Health and Environmental Management.</i> <i>iv) Develop a Conflict-sensitive community engagement toolkit that will facilitate multi-stakeholder actions on community engagement, participation and monitoring based on the tenets of free, prior and informed consent;</i> <p><i>The assignment will be carried out in the following key phases:</i></p> <p><i>Phase 1: Analyses</i></p> <p><i>In this phase, the consultancy firm will be required to explore and provide detailed analysis of current trends in the Development Minerals sector related conflict management, grievance handling as well as Safety, Health and Environment Management.</i></p> <p><i>Conflict Management:</i> <i>the type of conflicts, reach and nature of stakeholders involved, as well as mechanisms they resorted to in the resolution. In addition, the consultant will identify existing conflict and grievance management mechanisms and undertake a thorough diagnosis using SWOT analysis to single out the most prominent ones which could potentially host/include sector related issues. Through this process and considering the sector's current legal framework, the consultant will be required to analyse the technical and practical feasibility of including Development Minerals sector-specific conflict and grievance issues in relevant existing mechanisms including ways to capacitate the potential host mechanisms thus identified.</i></p>		

	<p>Safety, Health and Environment: Review relevant documents with specific attention to current Safety, Health, and Environmental (SHE) risk mitigation and management provisions and exigent stakeholder capacity gaps in the Development Minerals sector. The capacity gaps should be categorised into i) Institutional framework capacity gaps; and ii) stakeholder capacity needs and barriers to utilisation of regulatory framework and best practice provisions for effective management of SHE issues in the Development Minerals sector in Uganda. The consultancy firm will be expected to detail specific actions related to each area.</p> <p>Phase 2: Stakeholder consultation workshop After the situation analyses are completed and draft reports provided, the consultant will be required to prepare for and facilitate a national workshop in collaboration with UNDP where sector stakeholders will be presented with key findings for review and validation.</p> <p>Phase 3: Preparation of Draft SHE Minimum Operating Standards Toolkit and Community Engagement Toolkit After the national consultative exercise, the Consultancy firm will be expected to embark on the Development of the respective toolkits reflective of apparent capacity gaps and stakeholder views. The draft toolkits will be peer reviewed by the ACP-EU Development Minerals Programme Uganda Country Working Group, Programme Team and other leading subject matter specialists.</p> <p>Phase 4: Operationalization of conflict and grievance handling mechanism Based on the outcome of the above process, the consultancy firm will be required to assist sector stakeholders to operationalize Development Minerals sector grievance and conflict handling mechanism and undertake practical capacity development for the stakeholders engaged in implementing the framework/mechanism on efficient grievance and conflict handling, using the developed conflict sensitive community engagement toolkit.</p> <p>Throughout this assignment, the Consultant is expected to make key reference to the Baseline Assessment and Value Chain Analysis of the Development Minerals Sector in Uganda. This should be done at inception stage and before commencing with any field work. The consultant is expected to determine a sample of key informants and representatives from relevant public sector, private sector and business development institutions as well as Civil Society Organizations.</p>
Person to Supervise the Work/Performance of the Service Provider	The Contractor shall work under the overall supervision of the Inclusive Green Growth Unit of UNDP. Technical review and initial approval of the deliverables will be undertaken by the ACP-EU team in consultation with the responsible IGG team.
Frequency of Reporting	Bi Weekly
Progress Reporting Requirements	The service provider will be supervised by the ACP-EU Development Minerals Programme Country Coordinator for Uganda and Team Leader – Inclusive Green Growth Programme and the overall supervision of the ACP-EU Development Minerals Programme Manager
Location of work	<input checked="" type="checkbox"/> Exact Address The consultant's duty station shall be Kampala with travel expected to selected Development Minerals mining sites where necessary. The sites to be selected will be

	adduced from the Baseline Assessment and Value Chain Analysis of Development Minerals in Uganda Report and validated at inception report discussion.
Expected duration of work	The expected duration for the assignment is 50 consecutive working days spread from date of approval and acceptance of contract by both parties. The assignment will be in accordance with the scope of work and indicative period for submission of deliverables above.
Target start date	1 st October 2018
Latest completion date	Nil
Travels Expected	-
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal ¹	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

Payment Terms ²			

	<ul style="list-style-type: none"> • Strong experience working on conflict, health, safety, environment dimensions of artisanal and small-scale mining • Demonstrated experience in one or more of the following Development Minerals categories an advantage: construction materials; dimension stones; industrial minerals and semi-precious stones; • Familiarity with international standards as well as industry best practice on conflict management, Safety, Health, Environmental Management in the mining sector, as well as mining governance. <p><u>Competencies:</u></p> <p>Corporate competencies</p> <ul style="list-style-type: none"> • Commitment to UNDP's mission, vision and values; • Sensitivity to cultural, gender, religion, race, nationality and age differences. • Demonstrates integrity by modeling the UN's values and ethical standards; • Promotes the vision, mission, and strategic goals of UNDP; • Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; • Treats all people fairly without favoritism. <p>Functional Competencies:</p> <ul style="list-style-type: none"> • Advanced skills in Microsoft Office with strong analytical and presentation skills; • Ability to execute multi-stakeholder engagements; • Produce high quality analytical outputs and in a timely manner; • Strong organizational skills; • Ability to work independently, flexibly and under pressure utilizing initiative; • Sound judgment, strategic thinking and the ability to manage competing priorities; • Flexibility in responding to changing priorities in a fast-paced environment; • Strong analytical, research and writing skills and demonstrated ability to think strategically; • Strong inter-personal, communications, negotiation and liaison skills; <p>Excellent written and spoken communication skills in English. Working knowledge of the local languages an advantage.</p> <p><u>Language requirements</u></p> <ul style="list-style-type: none"> • Fluency in written and spoken English. <p>Intellectual Property:</p> <p>All information pertaining to this project as well as outputs produced under this contract shall remain the property of the UNDP who shall have exclusive rights over their use. Except for purposes of this assignment, the products shall not be disclosed to the public nor used in whatever format without written permission of UNDP in line with the national and International Copyright Laws applicable□</p> <p>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p>Technical Evaluation Criteria</p>

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	<i>Bidder's qualification, capacity and experience</i>	55
2.	<i>Proposed Methodology, Approach and Implementation Plan</i>	20
3.	<i>Management Structure and Key Personnel</i>	25
Total		100
Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	<i>Reputation of Organization and Staff Credibility / Reliability / Industry Standing</i>	10
1.2	<i>General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted</i>	12
1.3	<i>Relevance of specialized knowledge and experience on similar engagements done in the region/country</i>	10
1.4	<i>Quality assurance procedures and risk mitigation measures</i>	10
1.5	<i>General company capability which is likely to affect implementation</i> - Financial stability - Age/size of the firm - Human resources capacity	13
Total Section 1		55
Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	<i>Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?</i>	5
2.2	<i>Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference</i>	4
2.3	<i>Details on how the different service elements shall be organized, controlled and delivered</i>	5
2.4	<i>Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement</i>	6
Total Section 2		20
Section 3. Management Structure and Key Personnel (see TOR for details)		Points obtainable
3.1	<i>Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?</i>	25

	3.2	Qualifications of key personnel proposed		
	3.2	Task Manager (Head of Institution)/ Technical experts (at least 3)		
	a	- Experts hold a Master's degree or higher in Natural Resources Management, Mining, Peace and Conflict Studies, Environmental Sciences or Economics, development studies or relevant disciplines.	3	
		- At least five (5) years of relevant work experience related to natural resource management, mining and sustainable development with a strong background in conflict management, Occupational Safety and Health, and small-scale mining	3	
		-Strong experience working on conflict, health, safety, environment dimensions of artisanal and small-scale mining	2	
		-Demonstrated experience in one or more of the following Development Minerals categories an advantage: construction materials; dimension stones; industrial minerals and semi-precious stones	2	
	3.2	Other staff/Support staff (at least 3)		
	b	- Education of at least a degree in relevant field	6	
		- Familiarity with international standards as well as industry best practice on conflict management, Safety, Health, Environmental Management in the mining sector, as well as mining governance	3	
		- Working experience in multinational offices, especially UN	4	
		- English	2	
Total Section 3				25
Financial Proposal (30%)				
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:	<input checked="" type="checkbox"/> One and only one Service Provider			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ³			

Contact Person for Inquiries (Written inquiries only) ⁴	<p>Janet Ndagire <i>Procurement Associate</i> <i>janet.ndagire@undp.org</i> Alexander Muhwezi <i>Procurement Analyst</i> <i>alexander.muhwezi@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<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.</p> <p>In the case that Joint Ventures, Consortiums or Associations are created the lead entity must be a Ugandan company/organization and meet the requirements stated below.</p>

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[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.

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
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
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 or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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

- 13.2.2.1** 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.