



REQUEST FOR PROPOSAL (RFP)

To: Qualified Companies/Firms/Institutions	DATE: August 3 rd , 2018
	REFERENCE: - UNDP-RFP/UGA18/009

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Development Finance Assessment of Uganda**. Please be guided by the form attached hereto as Annex 3, in preparing your Proposal.

Proposals may be submitted on or before **Monday 11th September, 2018 at 12:00 hrs** to the address below. No submissions will be accepted thereafter.

Technical and Financial proposals must be separately sealed in individual envelopes (marked "Technical Proposal" or "Financial Proposal", each containing one original copy marked as such, one copy and a digital copy in a CD/USB drive) and both envelopes contained in one larger envelope clearly marked **Consultancy services for a Study on vulnerabilities in cross border communities of Uganda** and indicating the name of the offer or. Proposals must be hand delivered to the address below:

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

Email: tenders.kampala@undp.org

Proposals submitted by email must not exceed 10MB and must be password protected.

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

During preparation of 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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Alexander Muhwezi
Procurement Analyst
11th September, 2018

Description of Requirements

Context of the Requirement	<p>BACKGROUND</p> <p>Uganda's national Vision is to transform the country from a peasant to a modern and prosperous society by 2040. In the pursuit of this, the aim is to become middle-income country by 2020 with a per capita income of USD1,039 by strengthening the country's competitiveness for sustainable wealth creation, employment and inclusive growth, as outlined in the medium-term National Development Plan II (2015/16 – 2019/2020) (NDPII). The Plan builds on the achievements and unfinished business of the first National Development Plan (2010/11 – 2014/15), also integrating the 2030 Agenda for Sustainable Development.</p> <p>Uganda's Government is preparing for a mid-term review of the NDPII and will soon begin developing its third national development plan (NDPIII). As the country is gearing up to achieve its ambition of reaching the status of lower middle-income country, it is critical that an assessment financial flows for development is done to document the current state of development finance, alignment of finance to national priorities, and explore new sources of funding.</p> <p>The Addis Ababa Action Agenda recognizes that national development priorities are the driver for achieving the Sustainable Development Goals by 2030 and encourages countries to diversify financing for development by exploring and tapping into new, more sustainable, sources of financing. The Action Agenda calls for the adoption of <i>Integrated National Financing Frameworks (INFFs)</i> and Governments are now increasingly requesting for support to take forward policy and institutional reforms to enable more integrated management of a broader set of finance flows to support the implementation of their national priorities and the SDGs.</p> <p>In this connection, Uganda plans to undertake a Development Finance Assessment (DFA), which will consider the links between development financing and national development priorities and the scope for stronger alignment moving forward. In particular, the assessment will make recommendations for a roadmap for establishing an Integrated National Financing Framework. The DFA Uganda will not only cover national level issues but will also bring about new and innovative insights at Local Government Level. This is done by including a unique proposition to undertake a case study of 5 selected local governments/districts to show case the challenge and opportunities at local level in terms of development finance.</p> <p>The DFA tool was developed by UNDP to respond to the growing demand from countries to establish evidence and analysis, and introduce policy and institutional reforms for managing the increasing complexity of domestic and international sources of finance for development. DFAs were introduced as the very first development finance studies of their kind, seeking to bring together fragmented approaches on the use of the diverse sources of funds that may not all be primarily dedicated to address development. The DFA provides planning and finance ministries with data and analysis on the quality of their national development strategies/plans and country results frameworks, changing trends in development finance and their alignment with national and local priorities and results. It also helps formulate recommendations for how institutions and systems might be adjusted to</p>
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	<p>ensure that different sources of development finance are managed within a coherent framework, which better supports the implementation of the SDGs.</p> <p><u>Overall objective:</u></p> <p>The DFA In Uganda has the following key objectives:</p> <ul style="list-style-type: none"> • <i>to strengthen alignment, integration and coordination of planning processes with development financing systems at national and local level.</i> • <i>to diversify and enhance development financing in Uganda at national and local level. The DFA will assess current flows and sources of financing for development and explore untapped sources of financing, and their appropriateness and feasibility; and</i> • <i>In addition, based on the analysis and appertaining recommendations will be an important contribution to the development of the new medium-term National Development Plan III.</i> <p><u>The specific objectives</u></p> <ul style="list-style-type: none"> • Unpack the evolution & potential of financing flows, and policies and institutions governing the flow of resources. • Assess the alignment of all sources finance, with planning ensuring integration of the two processes as well as analyse the interface, overlap and complementarities between diverse sources of finance; • Assess effective utilization of finance to deliver key national priorities; • Identify and adequately quantify the viable sources of development finance in short, medium and long term for Uganda to achieve SDGs; • To assess of the roles & responsibilities and strengths of cross-government coordination mechanisms. • Provide recommendations on the following areas: • Propose a means to strengthen multi-stakeholder participation in financing dialogue by supporting multi-stakeholder SDG/NDP relevant platforms at national and local level enhancing multi-stakeholder participation in budget and policy processes; • To effectively utilize finance in Uganda particularly takin into consideration leave no one behind principle of the Agenda 2030 in Uganda. • to fully harness the potential of all viable development finance options by way of specific policy recommendation and programming intervention. <p>to enhance monitoring & review, transparency & accountability in linking finance to results, particularly through enhancing existing platforms and mechanism.</p>
Implementing Partner of UNDP	Ministry of Finance Planning and Economic Development
Brief Description of the Required Services	<p>SCOPE OF WORK</p> <p>The scope of work provided below will be further adapted to the Ugandan context as part of the consultations to be undertaken under the auspices of the DFA Oversight Team and during the Inception Mission planned for Uganda. The DFA Uganda will cover national as well as local level.</p>

	<p>The scope of the DFA Uganda is summarized as follows; further detail can be found in the Uganda DFA Concept Note:</p> <p>i) Integrated Planning and Financing: The DFA will map the government’s financing framework and existing planning systems. This will be linked to the Vision 2040 and the objectives of NDP II. The DFA will link finance and results. It will ascertain that budget allocations and financial flows are considering the leave no one behind agenda effectively. The assessment will build upon Government’s Annual Certificate of Compliance on Budget, address the gaps in the Programme Based Budgeting process and enhance implementation of the NDP II Fiscal Strategy. The assessment will consider existing key reports by various institutions.</p> <p>ii) Mapping and analysis of national and local financing for development flows and their associated policy and institutional frameworks. This analysis will look to assess both quantitative trends in the changing nature of the development finance landscape over the past 10-15 years (depending on availability of data), as well as the policy and institutional coherence across flows in terms of their alignment with national and local development priorities and the SDGs. This will include analyzing policies, institutional arrangements and capacities to mobilise, manage, and report on the existing and future flows. The DFA will focus on key priority sectors such as infrastructure (energy), agriculture, health, education and climate change. The national level assessment will be followed by a focused analysis of the development finance at local level. Development finance flows at national and local level will be analysed according to two main categories: by source (domestic/external) and distinguishing them by public or private nature.</p> <p>iii) In depth analysis of policy and institutional options for strengthening the alignment of priority flows with the national and local development priorities and the SDGs. The DFA Oversight Team chaired by the Ministry of Finance will determine 2-3 selected priority flows or case study areas for further in-depth analysis to determine options for strengthening their potential for accelerating progress in the implementation of local and national development priorities and the SDGs. The DFA will provide a prospective analysis of these selected priority flows and main policy and institutional reform options. It will also outline strategies and propose policy and institutional reform options to make the best use of existing and new potential resources for financing the Vision 2040, NDP II and SDGs in Uganda. <u>If sufficient quantitative evidence is available</u>, this analysis will include projections of the future evolution of these priority flows into the next 5-10 years. In addition to potential quantitative analysis, the assessment will include more detailed policy and institutional analysis of the options to make the best use of these resources for financing the SDGs.</p> <p>iv) Analysis of selected thematic areas: The DFA will analyse the following thematic areas: Public-private collaboration: Under this dimension the DFA analyses how public and private actors collaborate around the 2030 Agenda and how they act to promote not just economic gains, but sustainable, inclusive private finance. It identifies opportunities to enhance reforms to create conducive policy environment, strengthen incentives and deepen public-private collaboration in pursuit of this objective. Accountability and transparency: This dimension of the DFA will look at opportunities to enhance accountability and transparency by government and other actors including private sector, CSO, development partners as well as LGs building on existing structures. Monitoring and Review: Under this dimension the DFA will look at how the current monitoring frameworks of the NDP II is linked with financing. DFA</p>
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	<p>will assess its adequacy for monitoring processes and mechanisms on development finance covering public and private finance.</p> <p>v) Roadmap to establish an Integrated National Financing Framework for achieving national and local development goals and SDGs. The DFA will make policy and institutional recommendations towards expanding and diversifying development financing, and strengthening coordination and alignment of development financing to the Vision 2040, NDP II and SDGs through an Integrated National Financing Framework (INFF). These recommendations will be operationalized through a Roadmap for implementation. The Roadmap will support the government to: i) implement the main recommendations of the DFA analysis; ii) visualize the next logical and feasible steps to develop an Integrated National Financing Framework (INFF); and iii) identify the basis for support to be provided to the government and local governments as part of the proposed broader efforts to implement national and local development goals and the SDGs. This will require consultation with a range of stakeholders within the Oversight Team and beyond, throughout the process.</p> <p>Timeline for DFA</p> <p>The timeline of the DFA will be framed under 2 key processes. These are (1) the Mid-Term Review of the NDP II and (2) the preparation of the NDP III. Under Phase 1, commencing in 2018, the DFA will start by considering the financing flows opportunities at the national level, its policies, institutions etc., with a specific focus on key sectors, such as infrastructure (energy), agriculture, health, education and climate change. In Phase II expected to commence in 2019, the assessment considers the opportunities at the local government level. The preparation of the DFA is envisaged to be undertaken within 120 calendar days or 4 months starting 1st of August 2018.</p> <p>Expected Outputs and Deliverables</p> <p>The selected firm for the DFA will have the following outputs and responsibilities in the Uganda DFA:</p> <p><i>Pre-Inception Mission Preparation:</i></p> <ul style="list-style-type: none"> i) Lead process of planning (via skype, email, etc.) with the DFA team (international and national) Government focal points and UNDP; ii) Understand UNDP DFA methodology and approach including Integrated National Finance Framework – building blocks; iii) Literature review: Undertake preliminary desk-based data collection and analysis with a focus on a detailed stakeholder mapping and analysis of development finance sources, policy documents, and relevant analytical studies and reports; guide other team members on their contributions to this assessment; iv) Propose itinerary and schedule of consultations and interviews for Inception Mission; outline roles for other team members and assist in their preparation as necessary. <p><i>Inception Report (content to be prepared for discussion at Inception Mission):</i></p> <ul style="list-style-type: none"> v) Lead in drafting inception report for DFA, incorporating inputs from other team members. Building on the DFA Concept Note, prepare and share Inception Report clearly showing the understanding of the assignment, approach and methodology as well as clear timeline for deliverables. This will be discussed during the Inception Workshop. The inception report will be the basis for further follow up of the DFA. The final Inception Report is due following the Inception Mission. <p><i>Inception Mission:</i></p>
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	<p> vi) Lead inception mission as team leader vii) Give guidance to other team members on division of labor and roles during inception mission viii) Provide briefings and de-briefings to Government/OT, UNDP and other stakeholders as requested ix) Lead planning, facilitation, and delivery of Inception Workshop and coordinate roles and inputs of other team members x) Lead discussions with OT to make final decision on the 2-3 priority flows to be examined in greater depth in the DFA Report xi) Lead in finalizing and submitting inception report for approval by OT </p> <p><i>Flow Fiche Analysis and Information Source Overview Document:</i></p> <p> xii) Provide guidance and quality assurance to other team members to produce these interim deliverables. </p> <p><i>First Draft DFA Report:</i></p> <p> xiii) Lead in drafting first draft DFA report, based on <i>DFA Methodological Guidance</i> xiv) Give guidance and coordinate inputs from other team members xv) Overall responsibility for incorporating feedback from Technical team and OT as well as other stakeholders into DFA report. </p> <p><i>Validation Mission:</i></p> <p> xvi) Lead Validation mission, including identification of required consultations xvii) Lead planning, facilitation and delivery of Validation Workshop to share findings and recommendations of DFA report xviii) Meet with OT to discuss requirements to finalize and get Government endorsement of DFA Report </p> <p><i>Final DFA Report:</i></p> <p> xix) Lead in finalizing DFA Report for approval by OT, incorporating feedback received </p>														
List and Description of Expected Outputs to be Delivered	<p>Deliverables</p> <p><i>Deliverables and Payment Terms/Schedule for Team Leader-Uganda DFA</i></p> <table border="1"> <thead> <tr> <th>Deliverables/Outputs</th><th>Target Due Dates</th></tr> </thead> <tbody> <tr> <td>Inception Report</td><td>5th October 2018</td></tr> <tr> <td>Acceptable Phase 1 Draft report following standard structure in <i>DFA Methodological Guidance</i></td><td>30th November 2018</td></tr> <tr> <td>Acceptable Phase 1 final report</td><td>10th December 2018</td></tr> <tr> <td>Acceptable Phase 2 Draft report</td><td>30th January 2019</td></tr> <tr> <td>Acceptable Phase 2 final report</td><td>15th February 2019</td></tr> <tr> <td>Acceptable Final DFA Report of no more than 80 pages, plus annexes</td><td>28th March 2019</td></tr> </tbody> </table> <p>Institutional Arrangements</p> <p>The preparation of DFA in Uganda will be under the leadership of the Government of Uganda through the Ministry of Finance, Planning and Economic development. An Oversight Team (OT) for the DFA has been established under the overall leadership of the Ministry of Finance, Planning and Economic Development, UNDP will act as member-Secretary of the oversight</p>	Deliverables/Outputs	Target Due Dates	Inception Report	5 th October 2018	Acceptable Phase 1 Draft report following standard structure in <i>DFA Methodological Guidance</i>	30 th November 2018	Acceptable Phase 1 final report	10 th December 2018	Acceptable Phase 2 Draft report	30 th January 2019	Acceptable Phase 2 final report	15 th February 2019	Acceptable Final DFA Report of no more than 80 pages, plus annexes	28 th March 2019
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	<p>team and also will act as a day to day focal point throughout the DFA process. The OT will agree on the scope of the DFA and the work plan for its implementation. It will also endorse the final DFA and its associated recommendations for moving forward.</p> <p>In this connection, the Team Leader-Uganda DFA will consult closely, at all stages of the DFA process, with the Ministry of Finance, Planning and Economic Development and OT, UNDP Uganda Country Office and as well as UNDP Regional Service Center for Africa and UNDP HQ. To provide technical guidance, the Ministry of Finance, Planning and Economic Development will organize a meeting with the Domestic Resource mobilization technical working group and Private sector working group as well the SDG Financing Technical working group as appropriate.</p> <p>Duration of the Work The assignment is expected to last for a maximum of Four months (120 calendar days).</p> <p>Duty Station This assignment is home-based, with 1-2 missions to Uganda. UNDP Uganda will cover the costs of travel undertaken by the consultant and travel arrangements will be made in compliance with UNDP rules and regulations.</p> <p>Qualifications of the Successful Contractor Profile of the Consultancy Firm</p> <ol style="list-style-type: none"> 1. The consultancy firm should demonstrate experience in provision of similar policy advisory services to governments emerging countries pertaining to development Finance or related subject. Experience in developing countries will be an added advantage. 2. The firm should demonstrate five to ten years' experience in similar assignments (development finance, public finance management, private sector finance, innovative financing). 3. The firm should demonstrate availability of appropriate skills to undertake in-depth and practical policy analysis work. <p>Profile of the Experts</p> <p>The team of consultants must be composed of an international team leader and one or more national and international consultants. All proposed experts/consultants should be highly qualified (minimum: master's degree) and specialized in the areas of development Finance, public finance management, private sector finance, innovative financing, domestic resource mobilization, Economics and development policy.</p> <p>a) The team leader who will be an international consultant should at least have a master's degree in specialized in the areas of development Finance, public finance management, and or development policy with over 10 years' experience in the development finance and must have conducted or participated in at least three similar projects. In addition, s/he should possess the following key skills:</p> <ul style="list-style-type: none"> • Experience in country development finance strategy, formulation of policy action plans; • Possess excellent understanding of the public finance management, public investment management; • Should demonstrate experience in understanding the dynamics on the evolving development finance landscape for local as well as national level; • Should be able to think outside the box to propose measures that will fit country context; • Have excellent ability to write and synthesis information. <p>b) Expert/experts on development finance, with a master degree on development finance, public finance management, private sector financing, innovative financing and or development studies and over 10 years' experience. In addition to this qualification, the expert should possess the following key skills:</p>
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	<ul style="list-style-type: none"> • Should demonstrate experience in financing for private sector, innovative finance, local government finance. • Should demonstrate experience in public finance management, domestic resource mobilization, public investment management.
Person to Supervise the Work/Performance of the Service Provider	<p>The preparation of DFA in Uganda will be under the leadership of the Government of Uganda through the Ministry of Finance, Planning and Economic Development (MoFPED). An Oversight Team (OT) for the DFA has been established under the overall leadership of MoFPED, UNDP will act as member-Secretary of the oversight team and also will act as a day to day focal point throughout the DFA process. The OT will agree on the scope of the DFA and the work plan for its implementation. It will also endorse the final DFA and its associated recommendations for moving forward.</p> <p>In this connection, the Team Leader-Uganda DFA will consult closely, at all stages of the DFA process, with MoFPED and OT, UNDP Uganda Country Office and as well as UNDP Regional Service Center for Africa and UNDP HQ.</p>
Frequency of Reporting	As per milestone
Progress Reporting Requirements	Inception, First Draft and Final Report
Location of work	Kampala
Expected duration of work	120 calendar days (Four Months)
Estimated start date	1 st October 2018
Latest completion date	28 th March 2019
Travels Expected	- xxxx
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Field related costs
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.

Currency of Proposal	Uganda Shillings only/ United States Dollars		
Value Added Tax on Price Proposal	Must be inclusive of VAT where applicable and other applicable indirect taxes		
Validity Period of Proposals (Counting for the last day of submission of quotes)	120 days		
Partial Quotes	Not permitted		
Payment Terms			
	Deliverables/Outputs	Amount	Target Due Dates
	Inception Report	30% of contract value	5 th October 2018
	Acceptable Phase 1 Draft report following standard structure in <i>DFA Methodological Guidance</i>	30% of contract value	10 th December 2018
	Acceptable Phase 1 final report		
	Acceptable Phase 2 Draft report	30% of contract value	15 th February 2019
	Acceptable Phase 2 final report		
	Acceptable Final DFA Report of no more than 80 pages, plus annexes	10% of contract value	28 th March 2019
	<p>Condition for Payment Releases: Within thirty (30) days from the date of meeting the following conditions:</p> <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the deliverables; and b) Receipt of original invoice from the Company. 		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	MoFPED/UNDP Team.		
Type of Contract to be Signed	Contract for provision of consultancy Services		
Criteria for Contract Award	<ul style="list-style-type: none"> - Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%. - Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal. 		
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%) – Maximum 1000 points</p> <ul style="list-style-type: none"> • Expertise of Firm / Organization submitting Proposal – 200 points • Proposed Work Plan and Approach – 600 points • Qualification of Key Personnel – 200 points 		

	<p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	One and only Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed Terms of Reference (Annex 2) • Form for Submission of Technical and Financial Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only)	<p>Ms. Diana Nabbanja, Procurement Associate</p> <p>Emails: alexander.muhwezi@undp.org; diana.nabbanja@undp.org; and cc: janet.ndagire@undp.org</p> <p>No clarifications will be accepted later than 7th September 2018 17:00 hrs.</p> <p>Responses to such clarifications will be posted at the UNDP Procurement Notice website: http://procurement.notices.undp.org/</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <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"> • Valid and certified Certificate of Incorporation as a Company in Uganda or equivalent • Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number) • Tax Clearance Certificate issued by URA or equivalent • Valid Trading License (where applicable) • Recently issued Bank Statement (should be issued for the last 6 months) • Full and accurate physical, postal, telephone and email address of the firm • Articles and Memorandum of Association
Other Information	<p>This RFP is to all qualified 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>

Joint Venture, Consortium or Association	<p>If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:</p> <ul style="list-style-type: none"> a) Submit another proposal, either in its own capacity; nor b) As a lead entity or a member entity for another joint venture submitting another Proposal. <p>The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.</p>
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TECHNICAL 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%	200					
2.	Proposed Work Plan and Approach	50%	600					
3.	Personnel	20%	200					
	Total		1000					

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 / Organization 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	Relevance of: - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes		160					
			200					

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? and does it correspond to the TOR?	100						
2.2	Have the important aspects of the task been addressed in sufficient detail?	100						
2.3	Is the conceptual framework adopted appropriate for the task?	200						
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	200						
		600						

Technical Proposal Evaluation Form 3			Points Obtainable					Company / Other Entity				
								A	B	C	D	E
3.1	Task Manager		100									
	Sub-Score											
	General Qualification		20									
	Suitability for the Project											
	- International Professional Experience in the area of specialization	60										
	- Knowledge of the region	20										
			80									

3.2	Senior Expert		100					
		Sub-Score						
	General Qualification	20						
	Suitability for the Project							
	- International Professional Experience in the area of specialisation	60						
	- Knowledge of the region	20						
		80						
	Total Part 3		200					

Terms of reference to prepare the Development finance assessment of Uganda

Location	Home-based, with travel to Uganda
Application deadline	17 th September, 2018
Type of Contract	Professional Firm
Post Level	Team made up of international and national staff
Languages required:	English
Duration of Initial Contract:	The assignment is expected to last for a maximum of Four months (120 calendar days).

BACKGROUND

Uganda's national Vision is to transform the country from a peasant to a modern and prosperous society by 2040. In the pursuit of this, the aim is to become middle-income country by 2020 with a per capita income of USD1,039 by strengthening the country's competitiveness for sustainable wealth creation, employment and inclusive growth, as outlined in the medium-term National Development Plan II (2015/16 – 2019/2020) (NDPII). The Plan builds on the achievements and unfinished business of the first National Development Plan (2010/11 – 2014/15), also integrating the 2030 Agenda for Sustainable Development.

Uganda's Government is preparing for a mid-term review of the NDPII and will soon begin developing its third national development plan (NDPIII). As the country is gearing up to achieve its ambition of reaching the status of lower middle-income country, it is critical that an assessment financial flows for development is done to document the current state of development finance, alignment of finance to national priorities, and explore new sources of funding.

The Addis Ababa Action Agenda recognizes that national development priorities are the driver for achieving the Sustainable Development Goals by 2030 and encourages countries to diversify financing for development by exploring and tapping into new, more sustainable, sources of financing. The Action Agenda calls for the adoption of *Integrated National Financing Frameworks (INFFs)* and Governments are now increasingly requesting for support to take forward policy and institutional reforms to enable more integrated management of a broader set of finance flows to support the implementation of their national priorities and the SDGs.

In this connection, Uganda plans to undertake a Development Finance Assessment (DFA), which will consider the links between development financing and national development priorities and the scope for stronger alignment moving forward. In particular, the assessment will make recommendations for a roadmap for establishing an Integrated National Financing Framework. The DFA Uganda will not only cover national level issues but will also bring about new and innovative insights at Local Government Level. This is done by including a unique proposition to undertake a case study of 5 selected local governments/districts to show case the challenge and opportunities at local level in terms of development finance.

The DFA tool was developed by UNDP to respond to the growing demand from countries to establish evidence and analysis, and introduce policy and institutional reforms for managing the increasing complexity of domestic and international sources of finance for development. DFAs were introduced as the very first development finance studies of their kind, seeking to bring together fragmented approaches on the use of the diverse sources of funds that may not all be primarily dedicated to address development. The DFA provides planning and finance ministries with data and analysis on the quality of their national development strategies/plans and country results frameworks, changing trends in development finance and their alignment with

national and local priorities and results. It also helps formulate recommendations for how institutions and systems might be adjusted to ensure that different sources of development finance are managed within a coherent framework, which better supports the implementation of the SDGs.

Overall objective:

The DFA In Uganda has the following key objectives:

- *to strengthen alignment, integration and coordination of planning processes with development financing systems at national and local level.*
- *to diversify and enhance development financing in Uganda at national and local level. The DFA will assess current flows and sources of financing for development and explore untapped sources of financing, and their appropriateness and feasibility; and*
- *In addition, based on the analysis and appertaining recommendations will be an important contribution to the development of the new medium-term National Development Plan III.*

The specific objectives

- Unpack the evolution & potential of financing flows, and policies and institutions governing the flow of resources.
- Assess the alignment of all sources finance, with planning ensuring integration of the two processes as well as analyse the interface, overlap and complementarities between diverse sources of finance;
- Assess effective utilization of finance to deliver key national priorities;
- Identify and adequately quantify the viable sources of development finance in short, medium and long term for Uganda to achieve SDGs;
- To assess of the roles & responsibilities and strengths of cross-government coordination mechanisms.
- Provide recommendations on the following areas:
- Propose a means to strengthen multi-stakeholder participation in financing dialogue by supporting multi-stakeholder SDG/NDP relevant platforms at national and local level enhancing multi-stakeholder participation in budget and policy processes;
- To effectively utilize finance in Uganda particularly takin into consideration leave no one behind principle of the Agenda 2030 in Uganda.
- to fully harness the potential of all viable development finance options by way of specific policy recommendation and programming intervention.
- to enhance monitoring & review, transparency & accountability in linking finance to results, particularly through enhancing existing platforms and mechanism.

DUTIES AND RESPONSIBILITIES

Scope of Work

The scope of work provided below will be further adapted to the Ugandan context as part of the consultations to be undertaken under the auspices of the DFA Oversight Team and during the Inception Mission planned for Uganda. The DFA Uganda will cover national as well as local level.

The scope of the DFA Uganda is summarized as follows; further detail can be found in the Uganda DFA Concept Note:

i) Integrated Planning and Financing: The DFA will map the government's financing framework and existing planning systems. This will be linked to the Vision 2040 and the objectives of NDP II. The DFA will link finance and results. **It will ascertain that budget allocations and financial flows are considering the leave no one behind agenda effectively.** The assessment will build upon Government's Annual Certificate of Compliance on Budget, address the gaps in the Programme Based Budgeting process and enhance implementation of the NDP II Fiscal Strategy. The assessment will consider existing key reports by various institutions.

ii) Mapping and analysis of national and local financing for development flows and their associated policy and institutional frameworks. This analysis will look to assess both quantitative trends in the changing nature of the development finance landscape over the past 10-15 years (depending on availability of data), as well as the policy and institutional coherence across flows in terms of their alignment with national and local development priorities and the SDGs. This will include analyzing policies, institutional arrangements and capacities to mobilise, manage, and report on the existing and future flows. The DFA will focus on key priority sectors such as infrastructure (energy), agriculture, health, education and climate change. The national level assessment will be followed by a focused analysis of the development finance at local level. Development finance flows at national and local level will be analysed according to two main categories: by source (domestic/external) and distinguishing them by public or private nature.

iii) In depth analysis of policy and institutional options for strengthening the alignment of priority flows with the national and local development priorities and the SDGs. The DFA Oversight Team chaired by the Ministry of Finance will determine 2-3 selected priority flows or case study areas for further in-depth analysis to determine options for strengthening their potential for accelerating progress in the implementation of local and national development priorities and the SDGs. The DFA will provide a prospective analysis of these selected priority flows and main policy and institutional reform options. It will also outline strategies and propose policy and institutional reform options to make the best use of existing and new potential resources for financing the Vision 2040, NDP II and SDGs in Uganda. If sufficient quantitative evidence is available, this analysis will include projections of the future evolution of these priority flows into the next 5-10 years. In addition to potential quantitative analysis, the assessment will include more detailed policy and institutional analysis of the options to make the best use of these resources for financing the SDGs.

iv) Analysis of selected thematic areas: The DFA will analyse the following thematic areas:
Public-private collaboration: Under this dimension the DFA analyses how public and private actors collaborate around the 2030 Agenda and how they act to promote not just economic gains, but sustainable, inclusive private finance. It identifies opportunities to enhance reforms to create conducive policy environment, strengthen incentives and deepen public-private collaboration in pursuit of this objective.
Accountability and transparency: This dimension of the DFA will look at opportunities to enhance accountability and transparency by government and other actors including private sector, CSO, development partners as well as LGs building on existing structures.
Monitoring and Review: Under this dimension the DFA will look at how the current monitoring frameworks of the NDP II is linked with financing. DFA will assess its adequacy for monitoring processes and mechanisms on development finance covering public and private finance.

v) Roadmap to establish an Integrated National Financing Framework for achieving national and local development goals and SDGs. The DFA will make policy and institutional recommendations towards expanding and diversifying development financing, and strengthening coordination and alignment of development financing to the Vision 2040, NDP II and SDGs through an Integrated National Financing

Framework (INFF). These recommendations will be operationalized through a Roadmap for implementation. The Roadmap will support the government to: i) implement the main recommendations of the DFA analysis; ii) visualize the next logical and feasible steps to develop an Integrated National Financing Framework (INFF); and iii) identify the basis for support to be provided to the government and local governments as part of the proposed broader efforts to implement national and local development goals and the SDGs. This will require consultation with a range of stakeholders within the Oversight Team and beyond, throughout the process.

Timeline for DFA

The timeline of the DFA will be framed under 2 key processes. These are (1) the Mid-Term Review of the NDP II and (2) the preparation of the NDP III. Under Phase 1, commencing in 2018, the DFA will start by considering the financing flows opportunities at the national level, its policies, institutions etc., with a specific focus on key sectors, such as infrastructure (energy), agriculture, health, education and climate change. In Phase II expected to commence in 2019, the assessment considers the opportunities at the local government level. The preparation of the DFA is envisaged to be undertaken within 120 calendar days or 4 months starting 1st of August 2018.

Expected Outputs and Deliverables

The selected firm for the DFA will have the following outputs and responsibilities in the Uganda DFA:

Pre-Inception Mission Preparation:

- xx)** Lead process of planning (via skype, email, etc.) with the DFA team (international and national) Government focal points and UNDP;
- xxi)** Understand UNDP DFA methodology and approach including Integrated National Finance Framework – building blocks;
- xxii)** Literature review: Undertake preliminary desk-based data collection and analysis with a focus on a detailed stakeholder mapping and analysis of development finance sources, policy documents, and relevant analytical studies and reports; guide other team members on their contributions to this assessment;
- xxiii)** Propose itinerary and schedule of consultations and interviews for Inception Mission; outline roles for other team members and assist in their preparation as necessary.

Inception Report (content to be prepared for discussion at Inception Mission):

- xxiv)** Lead in drafting inception report for DFA, incorporating inputs from other team members. Building on the DFA Concept Note, prepare and share Inception Report clearly showing the understanding of the assignment, approach and methodology as well as clear timeline for deliverables. This will be discussed during the Inception Workshop. The inception report will be the basis for further follow up of the DFA. The final Inception Report is due following the Inception Mission.

Inception Mission:

- xxv)** Lead inception mission as team leader
- xxvi)** Give guidance to other team members on division of labor and roles during inception mission
- xxvii)** Provide briefings and de-briefings to Government/OT, UNDP and other stakeholders as requested
- xxviii)** Lead planning, facilitation, and delivery of Inception Workshop and coordinate roles and inputs of other team members
- xxix)** Lead discussions with OT to make final decision on the 2-3 priority flows to be examined in greater depth in the DFA Report
- xxx)** Lead in finalizing and submitting inception report for approval by OT

Flow Fiche Analysis and Information Source Overview Document:

- xxxii)** Provide guidance and quality assurance to other team members to produce these interim deliverables.

First Draft DFA Report:

- xxxiii)** Lead in drafting first draft DFA report, based on *DFA Methodological Guidance*
xxxiii) Give guidance and coordinate inputs from other team members
xxxiv) Overall responsibility for incorporating feedback from Technical team and OT as well as other stakeholders into DFA report.

Validation Mission:

- xxxv)** Lead Validation mission, including identification of required consultations
xxxvi) Lead planning, facilitation and delivery of Validation Workshop to share findings and recommendations of DFA report
xxxvii) Meet with OT to discuss requirements to finalize and get Government endorsement of DFA Report

Final DFA Report:

- xxxviii)** Lead in finalizing DFA Report for approval by OT, incorporating feedback received

Deliverables and Payment Terms/Schedule for Team Leader-Uganda DFA

Deliverables/Outputs	Target Due Dates	Amount
Inception Report	14 th September 2018	30% of contract value
Acceptable Phase 1 Draft report following standard structure in <i>DFA Methodological Guidance</i>	30 th October 2018	30% of contract value
Acceptable Phase 1 final report	14 th November 2018	
Acceptable Phase 2 Draft report	30 th January, 2019	30% of contract value
Acceptable Phase 2 final report	15 th February, 2019	
Acceptable Final DFA Report of no more than 80 pages, plus annexes	28 th February 2019	10% of contract value

Institutional Arrangements

The preparation of DFA in Uganda will be under the leadership of the Government of Uganda through the Ministry of Finance, Planning and Economic development. An Oversight Team (OT) for the DFA has been established under the overall leadership of the Ministry of Finance, Planning and Economic Development, **UNDP will** act as member-Secretary of the oversight team and also will act as a day to day focal point throughout the DFA process. The OT will agree on the scope of the DFA and the work plan for its implementation. It will also endorse the final DFA and its associated recommendations for moving forward.

In this connection, the Team Leader-Uganda DFA will consult closely, at all stages of the DFA process, with the Ministry of Finance, Planning and Economic Development and OT, UNDP Uganda Country Office and as well as UNDP Regional Service Center for Africa and UNDP HQ. To provide technical guidance, the Ministry of Finance, Planning and Economic Development will organize a meeting with the Domestic Resource mobilization technical working group and Private sector working group as well the SDG Financing Technical working group as appropriate.

Duration of the Work

The assignment is expected to last for a maximum of Four months (120 calendar days).

Duty Station

This assignment is home-based, with 1-2 missions to Uganda. UNDP Uganda will cover the costs of travel undertaken by the consultant and travel arrangements will be made in compliance with UNDP rules and regulations.

Qualifications of the Successful Contractor

Profile of the Consultancy Firm

1. The consultancy firm should demonstrate experience in provision of similar policy advisory services to governments emerging countries pertaining to development Finance or related subject. Experience in developing countries will be an added advantage.
2. The firm should demonstrate five to ten years' experience in similar assignments (development finance, public finance management, private sector finance, innovative financing).
3. The firm should demonstrate availability of appropriate skills to undertake in-depth and practical policy analysis work.

Profile of the Experts

The team of consultants must be composed of an international team leader and one or more national and international consultants. All proposed experts/consultants should be highly qualified (minimum: master's degree) and specialized in the areas of development Finance, public finance management, private sector finance, innovative financing, domestic resource mobilization, Economics and development policy.

a) The team leader who will be an international consultant should at least have a master's degree in specialized in the areas of development Finance, public finance management, and or development policy with over 10 years' experience in the development finance and must have conducted or participated in at least three similar projects. In addition, s/he should possess the following key skills:

- Experience in country development finance strategy, formulation of policy action plans;
- Possess excellent understanding of the public finance management, public investment management;
- Should demonstrate experience in understanding the dynamics on the evolving development finance landscape for local as well as national level;
- Should be able to think outside the box to propose measures that will fit country context;
- Have excellent ability to write and synthesis information.

b) Expert/experts on development finance, with a master degree on development finance, public finance management, private sector financing, innovative financing and or development studies and over 10 years' experience. In addition to this qualification, the expert should possess the following key skills:

- Should demonstrate experience in financing for private sector, innovative finance, local government finance.
- Should demonstrate experience in public finance management, domestic resource mobilization, public investment management.

Selection criteria

Expertise`	Weight	Max. po
Team leader		
Master's degree in specialized in the areas of development Finance, public finance management, and or development policy with over 10 years' experience in the development finance	25%	25
Participation in at least 3 similar initiatives;	15%	15
Experts		
Masters with ten years of experience on the following areas: <ul style="list-style-type: none"> • Should demonstrate experience in financing for private sector, innovative finance. • Should demonstrate experience in public finance management, domestic resource mobilization, public investment management, and local government finance. 	20% 10% 10%	20
Methodology		
Overall Methodology (clear demonstration of evaluation methodology and understanding of the ToR)	40%	40
Total	100%	100

Scope of Price Proposal and Schedule of Payments

The financial offer shall indicate the lump sum amount (all-inclusive). The indicated amount will not be subject to any revision, regardless of changes in the cost components. Daily Subsistence Allowance (DSA) shall be calculated based on the United Nations DSA rates prevailing at the time of the drafting of the proposal, for Kampala.

Recommended Presentation of Offer

The offer will have to include:

- a) A brief description of the contractor's experience in the field of Development Finance, domestic resource mobilization, public finance management together with three relevant references for projects carried out in the last five (5-10) years.
- b) A methodology explaining the approach that will be used by the contractor in drafting and delivering reports;
- c) Financial Proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs.

Criteria for Selection of the Best Offer

The best offer will be selected using the Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%.

Annex 3

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

¹*This serves as a guide to the Service Provider in preparing the Proposal.*

[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 firm

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) At least three similar publications designed by the firm with customers' reference letters that guarantee the production of such material*
- c) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- d) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- e) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- f) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- g) 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.*
- h) If Joint Venture/Consortium/Association – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, specifying the roles and responsibilities of each entity and identifying the lead entity.*

B. Proposed Methodology for the Completion of Services

The 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.

- a) A detailed methodology enumerating the approach to the assignment, different steps for undertaking assignment and a detailed plan for implementation of the assignment.*

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- b) *Design for the proposed catalogue containing 16 pages of text (in English) and images in the layout design + 4 covers.*
- c) *Details of editorial set up, design/layout set up and technical man power in the design/publishing firm (This was already in the RFP we can ignore)*

C. Qualifications of Key Personnel

As 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				
II. Out of Pocket Expenses				
1. Communications				
2. Reproduction				
3. Others				
III. Other Related Costs				

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

*General Terms and Conditions for Services***1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or

when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1** any other party with the Discloser's prior written consent; and,
- 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1a** corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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