



## REQUEST FOR PROPOSAL (RFP)

To: Qualified Companies/Firms/Institutions	DATE: July 9 <sup>th</sup> , 2018
	REFERENCE: - UNDP-RFP/UGA10/022

Dear Sir / Madam:

We kindly request you to submit your **Proposal for conducting local economy and business assessment; and develop district investment profiles for the districts of Bunyangabu, Kabarole, Luuka, Maracha & Namutumba** Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **Friday 25<sup>th</sup> July, 2019 at 12:00 hrs Kampala Time** 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 **Proposal for conduct local economy and business assessment; and develop district investment profiles for the districts of Bunyangabu, Kabarole, Luuka, Maracha & Namutumba**” 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: Procurement Office  
Or**

**Email: [tenders.kampala@undp.org](mailto:tenders.kampala@undp.org)**

**Proposals submitted by email must not exceed 35MB 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.

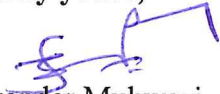
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures 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](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  
9<sup>th</sup> July, 2019

## Description of Requirements

Context of the Requirement	<p><b>BACKGROUND</b>  <b><u>Overall objective:</u></b></p> <p>Over the years, Local Governments in Uganda have been at the forefront of delivering Public Services and Goods. The thrust for this approach is to empower local people to manage and direct their own affairs. The Local Governments have a better understanding of the local needs and priorities and are in a better position to mobilize local resources for sustainable socio-economic development.</p> <p>Based on this mandate, Local Government units require a sound financial base to execute their functions and responsibilities. These units generate plans and budgets annually which are financed through Central Government Grants, Development Programmes and Local Revenue. The legal frameworks also permit local governments to borrow funds for development however, with authorization from the responsible national Ministries.</p> <p>The need to address the increasing cost of decentralized Public Administration started way back in 2004. Local Governments were biased to mere Public Administration and delivery of social services to the communities within their areas of jurisdiction. The sixth objective of the Decentralization Policy was adopted – <i>“To Promote Local Economic Development in order to enhance household incomes and widen the tax base”</i>. This meant that Local Governments had to shift from mere Public Administration and delivery of social services, to a more proactive approach that attract investments in their areas of jurisdiction. The objective was followed by a National Policy on Local Economic Development in 2014, which provided the overarching framework for implementation of LED initiatives in Local Governments.</p> <p><b><i>Local Economic Development</i></b></p> <p>The National Policy on LED defines LED as the process through which Local Governments, Private Sector and Communities form partnerships to mobilize, manage and invest resources effectively into economic ventures to stimulate development and growth of the locality. The primary aims of LED are:</p> <ul style="list-style-type: none"> <li>i. To increase business support by encouraging Local Investment Centers;</li> <li>ii. To enhance growth of Private Sector Investment in LGs;</li> <li>iii. To increase locally generated revenue in form of direct taxes and LG own revenue generating ventures.</li> </ul> <p>Local Economic Development has been recognized as an important pillar for increasing economic growth in Uganda and fast-tracking middle-income status. Local Government need to create vibrant local economies that provide economic opportunities and jobs for their people. However, this requires Local Governments to appraise the economies to identify their competitive advantage and agree on strategies with the Private Sector and communities to harness the</p>
----------------------------	--



	<p>opportunities. The Ministry has developed instruments on Local Economy and Business Assessment (LEBA) which provides the framework for collecting data and appraising the Local Economies at the Local Government level. Using this data, Local Governments should be able to develop Strategies and Investment Profiles. Whereas this is the stepping stone for LED, the Local Government have not made significant progress in applying these instruments due to capacity challenges and gaps.</p> <p>United Nations Development Programme (UNDP) through the Institutional Effectiveness Programme, is supporting the Ministry to initiate the LED process in five selected Districts</p> <p><b><i>Purpose/aim/objective</i></b></p> <p>The purpose of this assignment is to conduct Local Economy and Business Assessments, and compile Investment Profiles for the Districts of Bunyangabu, Kabarole, Luuka, Maracha and Namutumba</p>
Implementing Partner of UNDP	Ministry of Local Government
Brief Description of the Required Services	<p><b>SCOPE OF WORK</b></p> <p><b>Duties and responsibilities of the Consultancy Firm</b></p> <p>The assignment will be implemented in the Districts of Bunyangabu, Kabarole, Luuka, Maracha, and Namutumba. The exercise will cover all the Lower Local Governments within the districts.</p> <p>The scope of the Consultancy Assignment includes:</p> <ol style="list-style-type: none"> <li>Analyzing the local economy, its characteristics, patterns of growth (both negative and positive) and potentials of its sectors, clusters and value chains and the challenges that they face.</li> <li>Assessing the quality of the prevailing business enabling environment (infrastructure, business support services, financial services and other) and the extent to which it has responded to the needs of the various categories of economic actors (formal &amp; informal) and to their aspirations for growth.</li> <li>Identifying and mapping existing and potential LED promotion institutions and actors within a given local governments.</li> <li>undertaking a mandate analysis, identifying target groups, challenges and achievements to date and possible entry points;</li> <li>Mapping and documenting natural resource endowments and assets for each of the districts;</li> <li>Documenting the business development services within the Local Governments, identifying coverage, scope and gaps therein;</li> </ol>

	<p>vii. Documenting the financial services, their availability in the local governments, the extent of their inclusiveness and the gaps that exist in the scope of their services and coverage;</p> <p>viii. Identifying regulatory bottlenecks experienced by local economic actors including those that negatively impact on micro and marginalized firms;</p> <p>ix. <b>Preparing a Local Economic and Business Assessment (LEBA) Report for each of five (50) Local Governments; and</b></p> <p>x. <b>Preparing an Investment Profile for each of five (5) Local Governments, and</b></p> <p>xi. <b>Profiling Homegrown Solution for Local Economic Development.</b></p> <p><b><i>Detailed Tasks</i></b></p> <p><b>Local Economy Assessment</b></p> <p>The Local Economy Assessment (LEA) shall provide an in-depth understanding of the local economy, its main indicators, and the characteristics of its sectors, clusters, value chains, its competitive position, opportunities and challenges for its growth. Using the LEBA Manual, the Consultant shall establish and document the following:</p> <ul style="list-style-type: none"> <li>(i) the scale (in terms of production/exchange value) and scope (sectoral coverage) of local economic activities that constitute the local economy; (to be collected from secondary sources);</li> <li>(ii) base indicators that reflect the above including locality GDP (if available), exports/imports, production by commodity/crop/livestock (in monetary value if possible), quantity and monetary value especially for agricultural commodities to see the changing trends, rate of growth etc., if available through secondary sources or to be generated as the LEIS is sufficiently developed and operationalized.</li> <li>(iii) the natural resources in a LG categorized by type, location (village, parish, sub-county &amp; Town Council) and quantities (where possible by quality, that is grade/class). The Provider will map the resources. This will be a pointer to comparative advantages existing in specific LGs. (to be collected from secondary sources);</li> <li>(iv) demographic data such as animal and human population; the livelihoods of the people by location; the labor force categorized by the skilled, semi-skilled, unskilled &amp; the professionals (inclusive of the areas of training); levels of education; all categorized by gender. (to be collected from secondary sources);</li> <li>(v) training institutions by category and location as well as the content/areas covered with a bearing on LED; (to be collected from secondary sources);</li> <li>(vi) the primary sectors of the economy (Agriculture, livestock, industry, craft production, services, tourism, trade and others), the scale (monetary) and character of their economic activities, enterprise size and other; (to be collected from secondary sources);</li> <li>(vii) the primary clusters (fisheries, furniture making, garment, tourism, petty trade and others) the scale (monetary) and character of their</li> </ul>
--	--

	<p>economic activities, enterprise size and other; (to be collected from secondary sources);</p> <ul style="list-style-type: none"> <li>(viii) the value chains (or segments active in the locality for coffee production, minerals extraction, other) the scale (monetary) and character of their economic activities, enterprise size and other.</li> <li>(ix) the position of the local economy within the national economy and linkages with other regional economies, putting emphasis on rural-urban linkages.</li> <li>(x) on farm and off farm activities by type, size, location (Parish, Sub-county &amp; Town Councils); (to be collected from secondary sources);</li> <li>(xi) The areas of potential growth and the challenges faced by sectors, clusters and value chains;</li> </ul> <p>If some of the information may not be readily obtainable from the secondary sources, the Consultant shall collect primary data from a logical sample, using agreed and acceptable sampling criteria, to generate the required information.</p> <p><b>Regulatory Environment Assessment</b></p> <p>The Regulatory Environment Assessment (REA) shall provide an in-depth understanding of the type, nature and quality of the business regulation environment within the locality; identify its bottlenecks as they relate to the functions of the local economy, its sectors, clusters and value chains. It should categorize the regulations by type and sector; cluster, value chain or firm category affected and should identify the source of the regulation (responsible national or local entity).</p> <p>The Consultant shall specifically:</p> <ul style="list-style-type: none"> <li>(i) Define the scope and the categories that constitute the Regulatory Environment within which local enterprises and other economic actors function. The following provide an example of such categories. Registering a new firm, obtaining a trading (buyers) export or import license, registering a product, land registration, obtaining a building license, tax assessment and collection procedures and practices, customs rates and payment procedures, access to electricity, access to water and sanitation etc;</li> <li>(ii) Carry out an assessment (utilizing existing reports/studies or through interviews of economic actors) of this environment identifying its bottlenecks and how they impact the operations of the range of enterprises, entrepreneurs and other local economic actors as well its impact on the prevailing sectors, clusters and value chains that are active within the locality;</li> <li>(iii) Identify the governmental institutions/entities that are in charge of implementing these regulations and others that are responsible for their design/enactment at the central level;</li> <li>(iv) Identify donor funded or government-initiated projects/programmes that focus on streamlining the regulatory environment and that are</li> </ul>
--	---

being implemented at the national and local levels and define their specific areas of focus;

### **Economic Infrastructure and Social Services Survey**

Economic infrastructure and social services represent a critical input in improving the local business-enabling environment and meeting the requirements of local economic actors. To initiate a systematic, accurately targeted and strategic process of development of economic infrastructure, an initial stock-taking assessment/survey should be carried out which identifies these assets, their location, function, specifications, condition, operating cost (current), effectiveness at meeting demand and other aspects that provide information about its utility and functionality.

Using the indicators from the LEBA Manual, the Consultancy firm will gather data, using acceptable and agreed sampling criteria, on access to key infrastructure such as roads, water, markets, electricity, irrigation and other sources of water for production, bridges, dams, landing sites, inland ports, other ports and related water catchment systems, communication systems, information, agricultural inputs/services, government support institutions and others.

For each of these facilities the Consultant should establish, where applicable, the type, locations, lengths, quality of finish and state of repair, specifications including load bearing capacity, load of current use, population or economic functions served, distribution networks, network capacity, scope of coverage, number of service recipients, quality of the network, level of generated revenues, etc.,

The Consultant will also establish other forms of economic infrastructure assets, social services data such as health facilities, schools, community centers, solid waste facilities, leisure parks and others in the LGs.

### **Business Assessment**

#### **Business enterprises**

Using the tools in the LEBA Manual, the Consultant will:

- (i) Take stock of an agreed and acceptable sample of business enterprises categorized by type, size, whether formal or informal, location, an estimate of the number of Procuring and Disposing Entities for each business, and the number of employees for each business;
- (ii) Establish an estimate of the capital stock of each of the sampled business enterprises;
- (iii) Establish the perception of the business entrepreneurs of the business services (financial, information, etc) and the regulatory environment.

#### **Business Development Services**

A responsive Business Development Services Sector (BDSS) is a critical input in enabling business environment to facilitate the promotion of LED. The Consultant shall examine the structure, scope and level of responsiveness of



	<p>the BDS Sector and investigate its potential for growth, increased responsiveness and obstacles.</p> <p>BDS providers are usually Private Enterprises that could be formal, informal, micro, small, medium or large and only set-up operations if they see potential for generating profit. In localities with limited economic activity, BDS providers tend to be more cautious and/or less responsive, which creates a gap in locality development. Some form of intervention should be initiated to encourage their entry.</p> <p>The Consultant shall therefore:</p> <ul style="list-style-type: none"> <li>(i) Assess the state of the BDSS, the scope of its current coverage, type, scale, quality of the services it provides, target sectors, clusters, value chains and other components of a local economy. The Consultant will also identify the gaps that exist in such services given the characteristics of the local economy, the needs of its actors and potentials for expansion;</li> <li>(ii) Analyze BDS, the scope and gaps in its services, the perception of risk of its providers, and the potential risk mitigation measures to undertake;</li> <li>(iii) Assess the various categories of BDS providers that may include but not limited to the following: <ul style="list-style-type: none"> <li>a) Basic services to local enterprises/entrepreneurs including typing, form/application writing, faxing, other basic communication services etc.;</li> <li>b) Technical services to enterprises/entrepreneurs that are engaged in agricultural, manufacturing/craft, repairs/maintenance, or other basic or more sophisticated service provision activities;</li> <li>c) Export promotion &amp; marketing, product development, packaging, technology accessing etc.; and;</li> <li>d) Other services that are provided in the target locality.</li> </ul> </li> </ul> <p><b>Financial Services Sector Assessment</b></p> <p>A responsive and inclusive Financial Services Sector (IFSS) is a critical input into an enabling business environment. The Consultant should therefore analyze the structure, scope and level of responsiveness of the IFS Sector active in the locality, its potential and impediments to growth and increased inclusiveness.</p> <p>IFS Providers only set-up operations if they see potential for ensuring a reasonable rate of repayment on the funds they extend to local borrowers and the prospects for generating profit on other financial services they offer. In localities with limited economic activity, IFS providers tend to be more cautious and/or less responsive and inclusive. Their absence creates a bottleneck in the development of local economy therefore, some form of intervention is initiated to encourage their entry or increased inclusiveness.</p> <p>The Consultant shall</p> <ul style="list-style-type: none"> <li>(i) Assess the state of the IFSS, the scope of its current coverage, type, its scale of lending and the value of its other services, quality of the services it provides, target sectors, clusters, value chains, gaps and opportunities and other components of a local economy.</li> </ul>
--	--

- (ii) Assess and identify the services that exist or could be triggered through the provision of well-tailored incentives to sectors that hold potential for growth;
- (iii) Identify the type of interventions that could stimulate its growth;
- (iv) Identify and propose the type of actions Local Government should take to unlock potential for growth in this sector and mitigate some of the risks that may be encountered.

### **Public/Private Partnership (PPP)**

It is recognized that service delivery demands go beyond the scope of any service provider. The Consultant will assess the existing PPP initiatives (sampled using acceptable and agreed criteria) in LED and take inventory of the activities carried out under this partnership, clearly indicating their effect on LED and challenges.

### **Civil Society Organizations (CSOs)**

CSOs play a vital role in service delivery and the promotion of production at the grassroots. The Consultant will review the location specific CSO initiatives in relation to LED. The specific tasks will include among others;

- (i) Taking stock of the CSOs in the pilot LGs clearly indicating their areas of specialization/intervention; single out those with an inclination on LED; document their innovative approaches and establish whether shared and replicated; and establish their institutional capacity for LED promotion.
- (ii) Carry out CSOs perception of LED with regards to the regulatory environment, business development services, financial services and others.

### **Methodology**

#### ***Approach***

The assignment will adopt a multi-pronged approach to collect both primary and secondary data. Within this approach, the consultant will use qualitative and quantitative data collection methods for purposes of data triangulation and, the outputs by the Consultancy firm shall, be validated at the agreed intervals.

#### ***Qualitative Data Collection Methods***

#### **Literature Review**

The consultancy firm shall review relevant literature on LED in Uganda and experiences from other countries practicing the approach. Through this process, they will acquire the relevant understanding of the approach and its purpose in the context of Uganda. Using this knowledge, the consultant will then analyze the local economies of the selected districts and recommend strategic investment opportunities to stimulate socio-economic growth.

	<p>The LED process involves actors at National and Local Level who play a significant role in mobilizing resources and implementing the proposed strategies. The consultancy firm shall therefore as part of the literature review map LED actors in the five Local Governments based on their roles and responsibilities in stimulating the economic potential of the selected district. This mapping will be used during the data collection exercise and subsequent engagements with the stakeholders to define the investment opportunities.</p> <p><b>Meetings with National and Local Government Stakeholders</b></p> <p>The Consultancy firm will conduct meetings and interviews with the agreed stakeholders at the National and Local Government level. These interactions will majorly aim at building consensus and commitment on the findings and outputs. However, the selection of stakeholders will be guided by the Ministry of Local Government.</p> <p><b><i>Quantitative Data Collection</i></b></p> <p>The Ministry has developed a comprehensive Local Economy and Business Assessment manual. This manual provides the instruments to collect and analyze data on the pillars of the Local Economy. Accordingly, the consultant will apply this manual to collect data, analyze and generate relevant proposals of strategies for adoption by the respective Local Governments.</p>															
List and Description of Expected Outputs to be Delivered	<p><b>CONSULTANCY DELIVERABLES</b></p> <p>The consultancy firm will be expected to submit the following:</p> <ul style="list-style-type: none"><li>i. Inception Report</li><li>ii. LEBA Reports for the Five Districts</li><li>iii. Draft District Invest Profile for five Districts</li><li>iv. Final District Investment Profile for five Districts</li><li>v. Process/Activity Report</li></ul> <table><tr><th></th><th>Deliverables/ Outputs</th><th>Duration</th><th>Payment</th><th>Quality Assurance</th></tr><tr><td>1</td><td>An acceptable inception Report</td><td>Within 5 working days following contracting</td><td>20% of total value of contract</td><td>MoLG and UNDP</td></tr><tr><td>2</td><td>Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)</td><td>Within 25 working days following contracting</td><td>40% of total value of contract</td><td>OPM and UNDP</td></tr></table>		Deliverables/ Outputs	Duration	Payment	Quality Assurance	1	An acceptable inception Report	Within 5 working days following contracting	20% of total value of contract	MoLG and UNDP	2	Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)	Within 25 working days following contracting	40% of total value of contract	OPM and UNDP
	Deliverables/ Outputs	Duration	Payment	Quality Assurance												
1	An acceptable inception Report	Within 5 working days following contracting	20% of total value of contract	MoLG and UNDP												
2	Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)	Within 25 working days following contracting	40% of total value of contract	OPM and UNDP												

3	Acceptable final draft of the reports (LEBA reports for 5 districts, district investment profile for 5 districts) Process/activity report	Within 45 working days following contracting	40% of total value of contract	OPM and UNDP
---	--	--	--------------------------------	--------------

**RESPONSIBILITY OF THE MINISTRY**

The Ministry of Local Government will provide the following:

- Contact Person;
- Introductory letters to the Stakeholders;
- Communication to the respective Stakeholders;
- Venue for meetings at the Ministry;
- Venue for the Validation Workshops;
- Reference Materials published by the Ministry

**REQUIRED QUALIFICATIONS, SKILLS AND COMPETENCIES**

Competencies of Team of Consultants

Excellent analytical skills;

Demonstrates integrity and ethical standards;

Ability to act professionally and flexibility to engage with Government Officials, Development Partner Representatives and the Private Sector

**Qualifications and experience**

The Consultancy Firm shall also field a team of not less than three technical persons and five research assistants. The team will demonstrate qualifications, skills and competencies in the following areas:

- Local Economic Development Expert - advanced degree in any of the fields of economics, rural development, social sector analysis, resource mobilization and management, poverty analysis and other related fields;
- Public Administration and/or Local Governance;
- Business Administration, Economics, Commerce;
- Project Planning, Management, Monitoring & Evaluation;
- Business Development Services (BDS);
- Inclusive Financial Services;
- Research Methodologies;



	<p><b>Team Leader:</b></p> <p><b>Education</b> Advanced university degree or equivalent in fields of economics, rural development, social sector analysis, resource mobilization and management, poverty analysis and other related fields.</p> <p><b>Experience</b> Demonstrate sufficient capacities to implement the required activity in a satisfactory manner. S/he will have:</p> <ul style="list-style-type: none"> <li>• At least five (5) years of proven expertise in related work, be knowledgeable in LED and LED assessments;</li> <li>• Conversant with the Local Government Sector;</li> <li>• Previous successful experience of providing policy advice to National Governments on Economic Growth, Rural Development, Private Sector Growth and other related fields;</li> <li>• Previous experience of working with Government(s) in East Africa and particularly in Uganda will be an asset;</li> <li>• Previous experience of producing development publications.</li> </ul> <p><b>Core Knowledge and Skills</b></p> <ul style="list-style-type: none"> <li>• Excellent knowledge and application of key development concepts, frameworks, principles, and approaches especially Transformational Development Approach, Sustainable Development Goals (SDGs); Transformation Development Planning, Human Rights Approaches;</li> <li>• Excellent ability to influence and persuade high level stakeholders to adopt new ideas, models, practices for transformational development planning.</li> <li>• Excellent oral and written communication skills, including the ability to write high quality reports, and to articulate ideas in a clear and concise style;</li> <li>• Excellent interpersonal skills, teamwork and adept at working with people of diverse cultural and social backgrounds;</li> </ul> <p><b>Technical Expert (1)</b></p> <p>Expert in Local Governance and Administration</p> <p><b>Education:</b> Advance Degree in Public Administration, Political Science, Social Science, or any related field</p> <p><b>Experience</b> Demonstrate sufficient capacities to implement the required activity in a satisfactory manner. S/he will have:</p> <ul style="list-style-type: none"> <li>• At least three (3) years' experience of working on related assignments;</li> <li>• Knowledge of the Local Government Sector (Legal, Policy and Regulatory Frameworks)</li> </ul>
--	--

	<ul style="list-style-type: none"> <li>• Knowledge on Financing for Public and Private Sector Projects in Local Governments;</li> <li>• Understanding of Public Financial Management (PFM);</li> <li>• Knowledge on Public Private Partnerships in Local Governments</li> <li>• Experience in working with Rural Development Initiatives – including applying analytical tools for Rural Development</li> <li>• Experience in Participatory Rural Appraisal;</li> <li>• And any other related field</li> </ul> <p><b>Technical Expert (2)</b></p> <p>Expert in Local Economic Development</p> <p><b>Education</b></p> <p>Advance University Degree in Development Economics, Economics, Business Administration, Rural Development or any related field</p> <p><b>Experience</b></p> <p>Demonstrate sufficient capacities to implement the required activity in a satisfactory manner. S/he will have:</p> <ul style="list-style-type: none"> <li>• At least three (3) years proven expertise in related work</li> <li>• Knowledge in identification of investment opportunities, and profiling bankable projects;</li> <li>• Experience in supporting Private Sector Growth;</li> <li>• Analytical skills for economic feasibility of investment Opportunities;</li> <li>• Proven experience in Rural Integrated Development; and</li> <li>• Understanding of Value Chain Development</li> </ul> <p><b>Language requirement:</b></p> <ul style="list-style-type: none"> <li>• Fluent in both written and spoke English Language.</li> </ul> <p>Schedule of Payments:</p> <p>Payment to the consultant will be made in three instalments upon satisfactory completion and approval of the deliverables by the technical committee as per the payment schedule above.</p> <p><b>Duty Station:</b></p> <p>The consultants' duty station shall be Kampala with travel to the five districts. The term "All inclusive" implies that all costs (professional fees, travel costs, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor are already factored into the final amounts</p>
--	---

	submitted in the proposal. All living allowances required to perform the demands of the TOR must be incorporated in the financial proposal, whether the fees are expressed as daily fees or lump sum amount.
Person to Supervise the Work/Performance of the Service Provider	<p><b>REPORTING</b></p> <p>The consultant will work closely with the project team and shall report to a technical committee headed by the Permanent Secretary, Ministry of Local Government of key stakeholders in Local Economic Development and UNDP Institutional Effectiveness Programme. The committee will be responsible for ensuring the overall technical quality of the deliverables and compliance with the terms of reference of the assignment. The required format for all the reports generated shall be agreed with the technical team upon the inception of the assignment. All costs needed to achieve the deliverables set forth in this ToR are to be included in the financial proposals from the offerors (transport, professional fees, communication, consumables, living allowances, etc.) except logistical costs related to the organization of the consultative meetings and validation workshop.</p> <p>All correspondences regarding this assignment will be routed through the Permanent Secretary, Ministry of Local Government:</p>
Frequency of Reporting	As per milestone
Progress Reporting Requirements	Inception, First Draft and Final Report
Location of work	Kampala
Expected duration of work	60 Working days
Estimated start date	<b>12<sup>th</sup> August, 2019</b>
Latest completion date	<b>31<sup>st</sup> October 2019</b>
Travels Expected	- Travels to <b>Bunyangabu, Kabarole, Luuka, Maracha &amp; Namutumba</b>

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	<table border="1"> <thead> <tr> <th></th><th>Deliverables/ Outputs</th><th>Duration</th><th>Payment</th></tr> </thead> <tbody> <tr> <td>1</td><td>An acceptable inception Report</td><td>Within 5 working days following contracting</td><td>20% of total value of contract</td></tr> <tr> <td>2</td><td>Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)</td><td>Within 25 working days following contracting</td><td>40% of total value of contract</td></tr> <tr> <td>3</td><td>Acceptable final draft of the reports (LEBA reports for 5 districts)</td><td>Within 45 working days following contracting</td><td>40% of total value of contract</td></tr> </tbody> </table>				Deliverables/ Outputs	Duration	Payment	1	An acceptable inception Report	Within 5 working days following contracting	20% of total value of contract	2	Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)	Within 25 working days following contracting	40% of total value of contract	3	Acceptable final draft of the reports (LEBA reports for 5 districts)	Within 45 working days following contracting	40% of total value of contract
	Deliverables/ Outputs	Duration	Payment																
1	An acceptable inception Report	Within 5 working days following contracting	20% of total value of contract																
2	Acceptable first draft of the report (LEBA reports for 5 districts, draft district investment profile for 5 districts)	Within 25 working days following contracting	40% of total value of contract																
3	Acceptable final draft of the reports (LEBA reports for 5 districts)	Within 45 working days following contracting	40% of total value of contract																



	<div> <div>districts, district investment profile for 5 districts)</div> <div>Process/activity report</div> </div>		
	<p><b>Condition for Payment Releases:</b>  Within thirty (30) days from the date of meeting the following conditions:</p> <ul style="list-style-type: none"> <li>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the deliverables; and</li> <li>b) Receipt of original invoice from the Company.</li> </ul>		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<p>Coordinator- Programme Support Team at Ministry of Local Government</p> <p>Team Leader- Institutional Effectiveness at UNDP</p>		
Type of Contract to be Signed	Contract for provision of consultancy Services		
Criteria for Contract Award	<ul style="list-style-type: none"> <li>- Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%.</li> <li>- 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.</li> </ul>		
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%) – Maximum 1000 points</u></b></p> <ul style="list-style-type: none"> <li>• Expertise of Firm / Organization submitting Proposal – <b>200 points</b></li> <li>• Proposed Work Plan and Approach – <b>600 points</b></li> <li>• Qualification of Key Personnel – <b>200 points</b></li> </ul> <p><b><u>Financial Proposal (30%)</u></b>  To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>		
UNDP will award the contract to:	One and only Service Provider		
Annexes to this RFP	<ul style="list-style-type: none"> <li>• Detailed Terms of Reference (Annex 2)</li> <li>• Form for Submission of Technical and Financial Proposal (Annex 3)</li> <li>• General Terms and Conditions / Special Conditions (Annex 4)</li> </ul>		

Contact Person for Inquiries (Written inquiries only)	<p>Ms. Diana Nabbanja, Procurement Associate  Emails: <a href="mailto:alexander.muhwezi@undp.org">alexander.muhwezi@undp.org</a>; <a href="mailto:diana.nabbanja@undp.org">diana.nabbanja@undp.org</a> and cc: <a href="mailto:richard.guma@undp.org">richard.guma@undp.org</a></p> <p>No clarifications will be accepted later than <b>19<sup>th</sup> July, 2019 17:00 hrs.</b>  Responses to such clarifications will be posted at the UNDP Procurement Notice website: <a href="http://procurement.notices.undp.org/">http://procurement.notices.undp.org/</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>This contact persons and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.</p>
Documentation/information needed to ascertain legality of firm	<p>Company Legal Requirements:</p> <ul style="list-style-type: none"> <li>• Valid and certified Certificate of Incorporation as a Company in Uganda or equivalent</li> <li>• Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number)</li> <li>• Tax Clearance Certificate issued by URA or equivalent</li> <li>• Valid Trading License (where applicable)</li> <li>• Recently issued Bank Statement (should be issued for the last 6 months)</li> <li>• Full and accurate physical, postal, telephone and email address of the firm</li> <li>• Articles and Memorandum of Association</li> </ul>
Other Information	<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"> <li>a) Submit another proposal, either in its own capacity; nor</li> <li>b) As a lead entity or a member entity for another joint venture submitting another Proposal.</li> </ul> <p>The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.</p>
--	---

## 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					
	<b>Total</b>		<b>1000</b>					

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

**Form 1:** Expertise of Firm / 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 Obtainabl e	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	Team Leader		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 Experts		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					
	<b>Total Part 3</b>		200					

## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the 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,*

<sup>1</sup>This serves as a guide to the Service Provider in preparing the Proposal.

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

- 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.*
- 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
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 Ra
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Communications				
2. Reproduction				
3. Others				
<b>III. Other Related Costs</b>				

*[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.