



REQUEST FOR PROPOSAL (RFP)

Qualified Companies Only	DATE: 03/01/2015
	REFERENCE: 20911 – RE-ADVERTISED

Dear Sir / Madam:

We kindly request you to submit your Proposal for the assignment of conducting a **“Study of the Social, Economic and Environmental Implications of Policy Actions on the Restoration and Conservation of Wetlands in Wakiso, Kampala and Mukono Districts, Uganda”**

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

Proposals shall be submitted by sealed bids only, on or before **27th May, 2015 at 3:00 pm. Please note that this process has been re-advertised.**

Technical and Financial proposals must be **sealed separately** in different envelopes (named “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 **“RFP_Study of the Social, Economic and Environmental Implications of Policy Actions on the Restoration and Conservation of Wetlands in Wakiso, Kampala and Mukono Districts, Uganda”** and also indicate the name of the offeror.

Proposals may be submitted to:
United Nations Development Programme
Attention: Registry
Plot 11, Yusuf Lule Road
Kampala, Uganda
Attn: Registry Office

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

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

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

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

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

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

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

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

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

Thomas Ole-Kuyan
Deputy Country Director, Operations

Description of Requirements

Context of the Requirement	<p>The United Nations Development Program (UNDP) in Uganda is supporting implementation of the Government's National Development Plan (NDP) and is contributing to the United Nations Development Assistance Framework (UNDAF 2010-2014/15) outcomes through 10 Country Program Action Program (CPAP 2010 – 2014/15) outcomes including: Outcome 10 on “Natural and Energy resources are used and managed in a manner that is sustainable and contributing to growth and poverty reduction”. UNDP is working with Government of Uganda (GoU) respond to the country's development challenges through the Country Program Action Plan (CPAP). The CPAP is a five-year framework (2010-14) defining mutual cooperation between the GoU and UNDP but was later extended to end 2015 so as to align with the end of NDP so as to align to the new NDPII. This program aims to contribute to the realization of the NDP objectives through the United Nations Development Assistance Framework of Uganda (UNDAF) and the timely achievement of the MDGs.</p> <p>Under the CPAP, UNDP is supporting implementation of project entitled “Improving policies and strategies for environmental natural resources and Climate risk management. One of the key strategies being supported is the preparation of the National Wetlands Atlas and Intermediate atlas product covering the urban areas of Kampala, Wakiso and Mukono. The wetlands atlas was deemed necessary so as to inform the Cabinet resolution related to restoration of urban wetlands that have been encroached upon by various urban developments.</p> <p>This Study of the Social, Economic and Environmental Implications of Policy Actions on the Restoration and Conservation of Wetlands in Wakiso, Kampala and Mukono Districts, Uganda is aimed at informing Government decision making related to urban wetlands management</p>
Implementing Partner	Ministry of Water and Environment
Brief Description of the Required Services	Please refer to the detailed Terms of Reference (TOR) included in Annex 2.
List and Description of Expected Outputs to be Delivered	<p>The assignment deliverables shall include:</p> <p>1. An Inception Report, this should include:</p> <ul style="list-style-type: none"> • Detailed interpretation of the ToRs, • Methods and justification of the proposed methodology; • Envisaged challenges and risks and how these will be managed; • Implementation Work plan; • Draft outline of the end of assignment report;

	<ul style="list-style-type: none"> Tool that will be applied in the assignment. <p>2. A draft report within thirty two (32) work days after the inception report;</p> <p>3. A final report incorporating stakeholders' recommendations/comments within three (3) work days</p> <ul style="list-style-type: none"> Hard copies (10) and electronic copies of all the materials for the above indicated deliverables. Electronic copies should be provided a CD or flash disc.
Person to Supervise the Work/Performance of the Service Provider	The consultancy will be directly managed and supervised by the Team Leader Energy and Environment Unit (E&E); under the overall guidance of the UNDP Country Director. The consultants will report to the Team Leader E&E and will work in close liaison with the Director of Environmental Affairs in the Ministry of Water and Environment.
Frequency of Reporting	Weekly basis
Progress Reporting Requirements	Method of reporting will be arranged as necessary in the inception meeting.
Location of work	Kampala and upcountry project stations, Uganda
Expected duration of work	The duration of assignment will be 40 working days effective from the date of signing of the contract and spread between the months of March, April and May 2015.
Estimated Target start date	8 th June 2015
Latest completion date	31 st July 2015
Travels Expected	Travels may be expected outside Kampala
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the offerors (professional fees, communication, consumables, printing materials, any methodological implied costs etc). The only exception is the participation of the awarded firm in seminars and workshops/project meetings to present the results of this assignment. In this case, UNDP would cover the facilitation costs for the participation in such workshops/project meetings.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	To be included in the technical proposal
Names and curriculum vitae of individuals who will be involved in completing the services	Technical proposals must identify who in the company will be taking the Team Leadership Role and the other 3 Consultants (who will be part of the Team).
Currency of Proposal	Uganda Shillings (UGX)
Value Added Tax on Price Proposal	Must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals	40 days

(Counting for the last day of submission of quotes)				
Partial Quotes	Not permitted			
Payment Terms	Outputs	Estimated time schedule	Percentage	Condition for Payment Release
	Inception Report	5 working days	30%	Within thirty (30) days from the date of meeting the following conditions: a) Ministry of Water and Environment’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
	Draft report	32 working days	30%	
	Final Report	3 working days	40%	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Team Leader Energy and Environment (E&E) under the overall guidance of the UNDP Country Director. The consultants will report to the Team Leader E&E and will work in close liaison with the focal person of the Ministry of Water and Environment.			
Type of Contract to be Signed	Contract for Professional Services			
Criteria for Contract Award	<ul style="list-style-type: none">▪ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%.▪ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be ground for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<ol style="list-style-type: none">1. Technical Proposal (70%) – Maximum 100 points<ul style="list-style-type: none">• Expertise and qualification of the company – 30 points• Methodology, Approach and Operational Plan – 40 points• Qualification of Key Personnel – 30 points2. Financial Proposal (30%) To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	One and only one Company			
Annexes to this RFP	<ul style="list-style-type: none">▪ Terms of Reference (Annex 2)▪ Forms for submission of technical proposals (Annex 3)▪ General Terms and Conditions (Annex 4)			

Contact Person for Inquiries (Written inquiries only) ¹	<p>Emails: diana.nabbanja@undp.org and agnes.kintu@undp.org , copying justine.naiga-bagonza@undp.org. No clarifications will be accepted later than 21st May, 2015 by 12:00 hrs.</p> <p>Responses to such clarifications will be posted at the UNDP Procurement Notice website: http://procurement-notice.undp.org/ and UNGM.</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>
Joint Venture, Consortium or Association	N/A

¹This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of Firm / Organization	30
2.	Proposed Methodology, Approach and Implementation Plan	40
3.	Management Structure and Key Personnel	30
		100

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	5
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	8
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	2
1.4	Quality assurance procedures, warranty	5
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes 	10
		30

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	5
2.2	Have the important aspects of the task been addressed in sufficient detail?	5
2.3	Are the different components of the project adequately weighted relative to one another?	5
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	2
2.5	Is the scope of task well defined and does it correspond to the TOR?	14
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	9
		40

Technical Proposal Evaluation Form 3			Points Obtainable	
Management Structure and Key Personnel				
3.1	Socio economics Experts		7.5	Remarks
			Sub-Score	
	General Qualification			
	Suitability for the Project			
	- A Masters degree in areas relevant to the assignment. A PhD will be an added advantage	1.5		
	- Posses ten (10) years working experience on Uganda's economy and society	2.0		
	- Demonstrated experience of working on policy-related assignments with developing country governments.	2.5		
	- Has a record of publications in refereed journals	0.5		
	- Applied policy research experience in areas relevant to the assignment	1.5		
3.2	Water Quality Experts	Sub-Score	7.5	
	General Qualification			
	Suitability for the Project			
	- A Masters degree in areas relevant to the assignment. A PhD will be an added advantage	1.5		
	- Posses ten (10) years working experience on Uganda's economy and society	2.0		
	- Demonstrated experience of working on policy-related assignments with developing country governments.	2.5		
	- Has a record of publications in refereed journals	0.5		
	- Applied policy research experience in areas relevant to the assignment	1.5		
3.3	Land use Experts	Sub-Score	7.5	
	General Qualification			
	Suitability for the Project			
	- A Masters degree in areas relevant to the assignment. A PhD will be an added advantage	1.5		
	- Posses ten (10) years working experience on Uganda's economy and society	2.0		
	- Demonstrated experience of working on policy-related assignments with developing country governments.	2.5		
	- Has a record of publications in refereed journals	0.5		
	- Applied policy research experience in areas relevant to the assignment	1.5		

3.4	Ecologists	Sub-Score	7.5	
	General Qualification			
	Suitability for the Project			
	- A Masters degree in areas relevant to the assignment. A PhD will be an added advantage	1.5		
	- Posses ten (10) years working experience on Uganda's economy and society	2.0		
	- Demonstrated experience of working on policy-related assignments with developing country governments.	2.5		
	- Has a record of publications in refereed journals	0.5		
	- Applied policy research experience in areas relevant to the assignment	1.5		
	Grand Total		30	



Terms of Reference for

A Study of the Social, Economic and Environmental Implications of Policy Actions on the Restoration and Conservation of Wetlands in Wakiso, Kampala and Mukono Districts, Uganda

1.0 Purpose of Assignment:

To conduct a social, economic and environmental study of the implications of possible Government of Uganda Policy Actions for the restoration and conservation of wetlands system hotspots in Wakiso, Kampala and Mukono Districts.

2.0 Background:

Uganda lies in the Eastern region of Africa, occupying an area of about 241,500sq.km of which, 15.3% is open water, 3.0% permanent wetlands and 9.4% seasonal wetlands. Wetlands in Uganda are estimated to cover about 30,000 square kilometres, or about 13% of the total area of the country. Together the wetlands represent ecosystems of considerable ecological, social, and economic value. In Uganda, wetlands support a host of households that depend on them for farming and other activities for income generation. Wetlands provide a buffering capacity against pollution, tertiary treatment for urban and industrial waste, flood control, stripping of silt from overland water flow and are used as seasonal pasture when the water table recedes during the dry season. The contribution of Uganda's wetlands in such aspects as water storage, flood impact reduction, flow regulation, ground water recharge, water quality protection and purification, drinking water supply and storage, erosion and sediment control, waste water treatment, recreation, ecotourism, wildlife and habitat function including the provision of breeding environment for fish is increasingly being recognized.

The contribution of wetlands to national development and the significance of the threats to them were officially recognised in 1986, when the Government of Uganda banned further large-scale drainage until a policy for wetland conservation and sustainable use was put in place. As a consequence, the National Wetlands Programme (NWP) was established. The NWP later on evolved into a Division and is now a Department under the Ministry of Water and Environment.

The Government of Uganda is especially cognizant of the urgent need to address the challenges largely driven by the expansion of developments (residential, industrial and other forms of urban sprawl) that threaten the integrity of wetland systems in these areas. Noticeable impacts of wetland ecosystem degradation already experienced include devastating flash floods and the deteriorating water quality in the lake. Flash floods have led to loss of human life and property, while deteriorating water quality in the lake is threatening the supply of safe water for the greater Kampala metropolitan area.

If these challenges are to be immediately and successfully addressed, it is imperative that decisions to deal with them are informed by sound science in order to be widely understood, justified, supported and sustained.

However, there is now concern that Uganda's wetlands are increasingly being destroyed or converted to other land uses. The main drivers of this conversion process include the rapidly growing population that is still predominantly rural and agricultural, growing sprawl in urban areas, indirect pressures such as lack of institutional capacity at district level to manage wetlands, lack of awareness about the importance of wetlands, ignorance of the law, and weak enforcement mechanisms.

For more than twenty years, two key government agencies, The Wetlands Management Department (WMD), and The National Environment Management Authority (NEMA) in the Ministry of Water and Environment together with other stakeholders have been engaged in various efforts to protect wetlands from degradation. This has been done mainly through conducting wetland inventories and mapping, creating awareness about the importance of wetlands, generating knowledge about wetland ecological functions and values, creating institutions for promoting wetland management, developing an appropriate legal framework for protection of wetlands, ensuring that no officially sanctioned developments are allowed in them, and conducting wetland restoration activities.

Although wetlands are protected by the existing legal frameworks such as the Constitution, the National Environment Act and the Local Government Act, limitations are encountered while attempting to enforce these laws. Gazettement, an approach that has been tested as a solution to encroachment problems for other natural resources of environmental importance such as forests, has faced challenges when applied to wetlands. These challenges arise from factors such as lack of clear descriptions of wetland boundaries (in some areas) in terms of location, extent, composition and criteria for various levels of protection. Although identification and delineation of wetlands continues to present a new set of challenges, the approach, if well implemented, stands a chance to contribute greatly towards protection of this important resource from further encroachment.

In 2014, the Government of Uganda supported by the UN System in the country, embarked on a process to prepare a Wetland Atlas as an action to support their gazettement in the country. The Atlas is being compiled as a reference document for the major wetland systems in the country with unique identification codes assigned for each wetland system. The Atlas will show the extent of wetlands based on past and current satellite imagery, as well as what has been captured in the National Wetlands Information System. These will be supported (where necessary) by ground-truthing to ascertain the current extent of the wetlands types and ecosystems.

In the process of preparing the Uganda Wetlands Atlas, it became apparent that the Government of Uganda, at the highest level, wished to proceed quickly to protect the most strategic and perhaps most threatened wetland systems that straddle the northern fringes of Lake Victoria, and located in the districts of Wakiso, Kampala and Mukono. To this end, the Government of Uganda and the UN system agreed to prepare an Interim product that is of higher resolution and focusing on the wetland systems in the above three districts. It will enable the identification of smaller features including individual plots of land allocated or illegally occupied/under use within the officially designated wetland boundaries.

3.0 Justification

Despite their high profile on the national agenda and the numerous legal frameworks that govern wetlands management, they have continuously been encroached upon with the current statistics indicating a reduction in their coverage from 13% to 10.9% from 1995 to 2005 (NSOER 2012). As a way of tackling this rampant conversion, the Government of Uganda decided that wetland boundaries should be clearly delineated and the areas gazetted for protection. This was embarked on and completed for Nakivubo and Kyetinda wetlands in 2013. Partial work has also been completed for Lubigi and Kansanga wetlands. The process has also begun for Kalidubi and Njogezi wetlands (Wakiso and Mukono). For these particular wetland systems, there is now in existence information that specifies delineated boundaries, their names and assigned codes. Furthermore, existing legislation halted any further issuance of titles within wetlands, as well as other forms of use or occupation from 1998.

Despite the existence of these management measures, land allocations within designated wetlands and other forms of illegal ownership and use have continued, seriously threatening ability of wetlands to perform their functions and provide the much needed services. It is against this background that the Government of Uganda has decided to take strong actions aimed at safe guarding the integrity of the country's wetland resources. The wetland systems that require the most urgent action are those in the vicinity of urban and peri-urban areas that straddle the northern fringes of Lake Victoria in the districts of Wakiso, Kampala and Mukono. Specific areas of focus for this assessment are those covered by the Interim Product of the Uganda Wetlands Atlas.

Any actions that the Government of Uganda eventually takes will have social, economic and environmental implications. For Government to be well prepared to evaluate the most feasible actions, it is necessary that their full socio-economic cost is assessed and documented to assist decision making.

4.0 Overall Objective of the Study

The overall objective of the study is to provide government with social, economic and environmental information to enable it make appropriate policy decisions necessary for the restoration, conservation and sustainable use of Uganda's wetland resources.

5.0 Specific Objectives of the Study

The specific objectives of the study are the following:

- (a) Establish the raft of ecosystem services provided by wetland areas in Wakiso, Kampala and Mukono districts and assign a monetary value to such services;
- (b) Assess the changes in ecosystem services that have occurred as a result of degradation and determine their social, economic and environmental impacts;
- (c) Develop a profile of point and non-point pollution sources in the catchment area of each wetland system;

- (d) Based on the wetland boundaries, identify the current land use activities within the wetlands, in terms of use type, social profile, legislative sanctions (permitted and non-permitted by the controlling authorities), and any other relevant information;
- (e) In collaboration with a Wetland Atlas Technical Working Group set up by the Government of Uganda, determine policy options for future management of the identified wetlands;
- (f) Based on(c) and (d) above, assess the social, economic and environmental implications of the following actions:
 - I. Revocation of irregularly registered interest on public land
 - II. Acquisition of interest of wetlands on private land considered to be of critical ecological and strategic importance as identified in Chapter 3 of the Uganda Wetlands Atlas
 - III. Eviction of illegal developments (settlements, industries and other forms of land use)
 - IV. Restoration and conservation of disencumbered wetlands
 - V. A combination of any of the above measures should this constitute the best possible policy action
- (g) In light of the above, and based on other environmental, social and economic considerations, provide an estimate of the cost of action/inaction with regards to the current and potential degradation of the wetlands within the study area.

6.0 Scope of Work/ Work Assignments

This assignment will include the following activities:

1. **Acquaint him/herself with the governance framework** for the management of wetlands in Uganda.
2. **Consult with the Wetlands Atlas Technical Working Group** to understand the location and nature of threats faced by the wetland systems covered by this study. The Ministry of Water and Environment will prepare a presentation of this to enable the consultants achieve an adequate level of familiarity with the issues that will inform their subsequent activities.
3. **Brainstorm with the Technical Working Group** and agree on a number of possible policy actions that Government should undertake on affected wetlands.
4. **Conduct** an assessment of social, economic and environmental implications for each of the measures based on the location of the affected wetlands. This should include an assessment of settlements, industries and other developments within the affected areas, including a rough social profile of affected households/communities.
5. **Estimate** the (short and long term) cost of a “no action” option should that be the course of action that Government decides to be the most expedient.
6. **Prepare** adequate materials to capture the findings of this study. These should include a **power point presentation** that can be used in the process of briefing policy and decision makers, and a **comprehensive report**.

7.0 Methodology

The methodology for executing this assignment will be part of the technical proposal of the bidding Company/institution and will be presented in detail in the inception report. The

assessment team may employ relevant and appropriate methods to conduct assessments including review of documents, interviews with stakeholders and partners, field visits, use of questionnaires, GIS and Mapping techniques, surveys etc. In particular, the assessors will hold interviews and meetings with relevant stakeholders namely the Government of Uganda (Ministry of Water and Environment, National Environment Management Authority, Ministry of Lands Housing and Urban Development, Kampala City Council Authority, Wakiso and Mukono District Local Governments and their respective relevant Lower Local Governments, Uganda Police Force, Private land owners, NGO Forum, CSOs, as well as sample of their clients including UNDP and UNEP among others. They will further conduct interviews with stakeholders including officials of the Ministry of Finance, and development partners. The mission will hold stakeholder workshops to present their findings and to validate their results. Prior to the mission, the UNDP CO shall provide relevant documentation to the assessment team, including those listed in **Annex 3** to this RFP.

8.0 Scope of Work/ Work Assignments

This assignment will include the following activities:

1. **Acquaint him/herself with the governance framework** for the management of wetlands in Uganda.
2. **Consult with the Wetlands Atlas Technical Working Group** to understand the location and nature of threats faced by the wetland systems covered by this study. The Ministry of Water and Environment will prepare a presentation of this to enable the consultants achieve an adequate level of familiarity with the issues that will inform their subsequent activities.
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5. **Estimate** the (short and long term) cost of a “no action” option should that be the course of action that Government decides to be the most expedient.
6. **Prepare** adequate materials to capture the findings of this study. These should include a **power point presentation** that can be used in the process of briefing policy and decision makers, and a **comprehensive report**.

9.0 Timing and Duration:

The total duration of the assignment is 40 working days effective from the date of signing of the contract and spread between the months of February, March and April 2015. Preparation of a draft report for consideration by the National Task Force, as well as the final report and power point presentation are to be accomplished within this specified period.

10.0: Management Arrangements

The consultancy will be technically supervised by the Director Environmental Affairs in the Ministry of Water and Environment on behalf of the Policy Committee on Environment and, contractually by the UNDP Team Leader Energy and Environment Unit (E&E) and under the overall guidance of the UNDP Country Director. The consultants will report to the Team Leader E&E and will work in close liaison

with the Director of Environmental Affairs in the Ministry of Water and Environment. The consultants are expected to undertake briefing sessions to the Ministry of Water and Environment and other key relevant stakeholders as well as UNDP and UNEP from time to time as required.

Before the end of the Assessment, the assessment Team leader will submit a draft report to the UNDP Country Office, as well as present their findings to relevant stakeholders. From this stakeholders' feedback workshop, their comments and suggestions will be incorporated into the final version of the report and submitted once again to the UNDP Country Office. The assessment team leader will take the overall responsibility for the quality and timely submission of the evaluation reports to the UNDP Country Office.

11.0: The Assessment Team

UNDP is seeking for a qualified National firm/institution with International experience that can provide five consultants who will work as a team with one being the Team Leader and the other Team Members and/or subject experts.

These five consultants will include the following:-

Environmental Economist (Team Leader)

1. Socio Economist
2. Water quality expert
3. Land use expert
4. Ecologist

The Consultants shall possess the following skills, experiences and qualifications:

11.1: Team Leader:

Specifically, the team leader will perform the following tasks:

- *Lead and manage the assessment mission*
- *Design the detailed assessment scope and methodology (including the methods for data collection and analysis) for the report; Decide the division of labor within the assessment team;*
- *Review of all documentation considered necessary for finalization of the assignment;*
- *Lead the Consultancy Team of Consultants during meetings or other consultative discussions with the Ministry/UNDP or any other stakeholder(s) in the course of the assignment;*
- *Bear the ultimate responsibility for the overall quality of the assignment deliverables.*

Expertise and Experience – International/National Team Leader

The international and/or national consultant will have an advanced university degree and at least 10 years of work experience in conducting similar assessments. The team leader (selected from the 5 experts as the firm/institution sees fit) should have: broad knowledge of the Environment and natural resources Sub Sector and implementation modalities especially in the area of wetlands management; urban land use planning and use; Capacity building and institutional development expertise; and familiarity with policymaking processes (design, adoption and implementation) especially as the assessment is to touch

upon policy advice/dialogue and other upstream issues. Experience of working with the UN and in particular UNDP in the Africa region will be an asset. The team leader should also have good knowledge of the UN system.

11.2 Team Members:

The Team leader shall be supported by four specialists/experts. The Team Members shall have the following responsibilities:

- Be Team members in the course of implementing of the assignment;
- Review documentation relating to the assignment;
- Participate in stakeholder and public meetings; market research to establish audience needs and demand for services;
- Participate in meetings or other consultative discussions with the Client and relevant stakeholder(s) in the course of the assignment;
- Carry out any other sub-tasks as may be requested by the Consultancy Team Leader in the course of implementation of the assignment.

Expertise and experience of Team members' qualifications: noting that all consultants should have a gender lens to show how this has been taken care of in the assignment.

11.2.1: Consultant to conduct Socio- economic assessment of wetlands

- At-least a Master's degree in social sciences, economics, development studies, statistics or related social science fields
- Excellent ability to communicate in English both written and spoken, and to work in a team
- 7 years of relevant experience in natural resources assessment focusing on wetlands and environmentally sensitive areas
- Proven experience in conducting assessments independently
- Proven experience in report writing and drafting
- Familiarity with urban planning, land use and government systems.
- Knowledge and familiarity with environment natural resources management specifically wetlands management challenges as well as with Government of Uganda and UN Environmental and Social Safeguard procedures and requirements.

11.2.2: Consultant to assess the Water Quality parameters

- At-least Master's degree Hydrology, Water Engineering, Environment and Natural resources management and/or water quality fields,
- Excellent ability to communicate in English both written and spoken, and to work in a team,
- 7 years of relevant experience in wetlands assessments including water quality assessments;
- Proven experience in conducting environment and natural resources assessments independently;
- Proven experience in report writing and drafting;
- Familiarity with Government environment, natural resources sector issues and priorities as well as with UN Environmental and Social Safeguard procedures and requirements is a strong advantage.

11.2.3: Consultant to assess urban planning, land use and land encroachment issues

- At-least Master's degree in Land Surveys and or Land use planning or related fields
- Excellent ability to communicate in English both written and spoken, and to work in a team,
- 7 years' experience in impact assessment of land resources issues and priorities including surveying, urban planning, property valuation, compensation and resettlement issues.
- Proven experience in conducting project assessments independently;
- Proven experience in report writing and drafting;

- Familiarity with Government environment, natural resources sector issues and priorities as well as with UN Environmental and Social Safeguard procedures and requirements is a strong advantage.

11.2.4: Consultant to assess wetlands ecological uses, functions and values

- At-least a Master's degree in Environmental and Natural Resources, Ecology or related fields
- Excellent ability to communicate in English both written and spoken, and to work in a team
- 7 years of relevant experience in Ecological / environmental assessments focusing on urban environments
- Proven experience in conducting environmental assessments independently
- Proven experience in report writing and drafting
- Knowledge and familiarity with Government, environmental management challenges as well as with UN Environmental and Social safeguard policies.

12.0 Deliverables

The assignment deliverables shall include:

12.1: An Inception Report, this should include:

- Detailed interpretation of the ToRs,
- Methods and justification of the proposed methodology;
- Envisaged challenges and risks and how these will be managed;
- Implementation Work plan;
- Draft outline of the end of assignment report;
- Tool that will be applied in the assignment.

Note: The Inception Report shall be submitted no later than five (5) work days after signing the contract;

12.2: A draft report within thirty two (32) work days after the inception report;

12.3: A final report incorporating stakeholders' recommendations/comments within three (3) work days

- Hard copies (10) and electronic copies of all the materials for the above indicated deliverables.

Electronic copies should be provided a CD or flash disc

10.0 Payment terms

This will be a lump sum contract payable as follows:

Deliverable	Estimated duration	percentage
Inception report	5 working days	30%
Draft Report	32 working days	30%
Final Report	3 working days	40%

Annex 3: List of documents to be reviewed (Please note that this is not an exhaustive list)

- (I). Constitution of the Republic of Uganda
- (ii). National Vision 2040
- (iii). National Environment Management Policy 1995 and the relevant Regulations and Guidelines thereunder
- (iv). National Wetlands Policy 1995
- (v). Local Government Act (Revised).
- (vi). Kampala City Council Act, 2010.
- (vi). National Development Plan 2010/11-2014/15
- (vii). Draft National Development Plan 2006-2020
- (viii). Updated Kampala Metropolitan Framework
- (ix). Updated Kampala Physical Development Plan
- (x). National State of Environment Report, 2012
- (xi). Water and Environment Sector Performance Report, 2014.
- (xii). Draft Wetland Intermediate Atlas Product for Kampala and surrounding areas
- (xiii). Latest Wakiso District Local Government Development Plan.
- (xiv). Latest Entebbe Municipal Council Development Plan.
- (xv). Latest Mukono District Local Government Development Plan.
- (xvi). Latest Mukono Municipal Local Government Development Plan
- (xvii). GoU / UNDP Project document for the Improving policies and strategies for Environment natural resources and Climate risk management 2011 – 2014
- (xviii). 2014 Project progress report and 2015 Project Annual Work Plans for the Improving policies and strategies for Environment natural resources,
- (xix). 2015 Project Annual Work Plans for the Improving policies and strategies for Environment natural resources,
- (xx) Updated National Wetlands Sub Sector Investment plans

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[Insert: Location].

[Insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
 - *Valid and certified Certificate of Incorporation as a Company in Uganda*
 - *Valid and Certified Tax Registration Certificate (indicating TIN and VAT Number)*
 - *Tax Clearance Certificate issued by URA*
 - *Valid Trading License (where applicable)*
 - *Recently issued Bank Statement (showed be issued for the last 6 months)*
 - *Full and accurate physical, postal, telephone and email address of the firm*

- *Articles and Memorandum of Association*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP ,indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

²This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

The Company must describe how it will address/deliver the demands of the RFP while demonstrating that the proposed methodology will be appropriate to the local conditions and Context of the work. In particular they must include:

- a) a detailed description of the methodology to be used*
- b) project plan, with clear sequence of activities and deliverables*
- c) reporting conditions*
- d) quality assurance mechanisms that will be put in place*

C. Qualifications of Key Personnel

The Company must provide:

- a) A clear table showing the names of the key personnel that will perform the services indicating Who is Team Leader and the functions that each team member will undertake.*
- b) CVs demonstrating qualifications of the Team Leader and the 2 experts.*
- c) Written confirmation from each team member that they are available for the entire duration Of the contract.*

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

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

[Insert: Location].

[Insert: Date]

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

D. Cost Breakdown per Output*

	Outputs	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Inception report	30%	
2	Draft report	30%	
	Final Report	40%	
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. Team Leader / could be any expert				
2. Social Economist				
3. Water Quality Expert				
4. Land Use expert				
5. Ecologist				
II. Out of Pocket Expenses				
1. Communications				
2. Reproduction (printing, etc)				
3. Others				
III. Other Related Costs (specify per item)				

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

[Designation]

[Date]

Notes:

1. The totals listed in table B) must equate to the totals listed in table A).
2. Separate your financial offer from your technical offer as technical proposals which shall include the financial information shall be rejected.

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

13.2.1 Any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls 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,

13.2.2.2any 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.