



REQUEST FOR PROPOSAL (RFP)

To: Interested and qualified bidders	DATE: 7 th September 2015
	REFERENCE: RFP_ Development of a Youth Strategy to guide UN in Uganda to Engage and create employment for youth

Dear Sir / Madam:

We kindly request you to submit your Proposal for design and development of an Information and Knowledge Management System for Transitional Justice Institutions in Northern Uganda.

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

Proposals may be submitted by hand on or before **21st September, 2015 at 3:00 pm** to the below address:

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

Technical and Financial proposals **MUST BE SEPARATELY SEALED** in individual envelopes marked “Technical Proposal” or “Financial Proposal” each envelope containing one Original copy marked as such, one Copy and one Digital Copy in a CD/USB drive. Each envelope MUST clearly indicate the name of the Proposer and both envelopes are to be contained in one larger envelope clearly marked **“RFP_ Development of a Youth Strategy to guide UN in Uganda to Engage and create employment for youth”** clearly indicating the name of the Proposer as well as a warning that states *“not to be opened before the time and date for proposal opening”*

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal.

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

7th September 2015

Description of Requirements

Context of the Requirement	<p>Uganda's development progress continues to be constrained by the high unemployment rate. Uganda has been marked as one of those nations with the youngest population in the world, with a median age of 15 years, owing to a high population growth averaging 3.2% over the two past decades. Youth unemployment is estimated at 11%, about 5 percentage points higher than adult unemployment. The youth account for 78% of the total labour force, but largely in the informal sector which exacerbates vulnerability. As a result, about 15% of the employed youth are categorized as working poor, 3% below the total national average.</p> <p>The Government of Uganda has put in place some legal and policy measures for addressing Health, employment, including, the National Youth Policy, School Health policy, Adolescent Health policy & strategy, the National Employment Policy for Uganda, the Skilling Uganda Strategic Plan 2012-2022 as well as the National Youth Council – all of which provide a framework for youth engagement and employment.</p> <p>In support to Government efforts, United Nations agencies in Uganda are supporting programmes in the country aimed at implementing policy instruments to facilitate skills development, employment and improving Adolescent sexual reproductive health, of youth and vulnerable groups in the country. UN in Uganda established three convergence groups, namely, Youth Engagement and Employment (YEE), Maternal and New born Health (MNH), and Gender equality, women's empowerment and Gender Based Violence. YEE convergence group which focuses on addressing youth issues in the country was established specifically to provide a forum for co-ordination to accelerate the implementation of the United Nations Development Assistance Framework Action Plan and Delivering as One. YEE convergence group is aimed at bringing more coherence in different interventions on youth engagement and youth employment in order to avoid duplication and promote synergies. UN agencies in Uganda are supporting programmes in the country aimed at implementing policy instruments to facilitate skills development and employment of youth and vulnerable groups in the country. The efforts of the UN YEE Convergence Group are currently guided by a number of UN global strategies, most notably the UN System-Wide Action Plan (SWAP) on Youth as well as specific UN agency youth strategies such as UNFPA strategy on Adolescence and Youth, UNDP Youth Strategy, and others. To date, YEE has made tremendous efforts in supporting youth issues in the three thematic areas of Policy and Dialogue, strengthening the capacity of Government, CSO and Private Sector to deliver quality socio-economic services to youth; and Partnership and coordination and Knowledge Management. There is need for a strategy for UN in Uganda to continue complementing Government's efforts in addressing youth engagement and employment in a more coherent way.</p> <p>In light of the above, services of a team of 2 experts from a competent firm are required to develop a Youth Strategy to guide UN in Uganda to Engage and create employment for youth.</p>
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Responsible Parties	UN Youth Engagement and Employment (YEE) Convergence Group
Brief Description of the Required Services	Develop a Youth Strategy that will guide UN in Uganda to Engage and create employment for youth. Further details in ToRs – Annex 2
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Review existing UN strategies and policies on Youth, including UN System-Wide Action Plan (SWAP) on Youth, UNFPA strategy on Adolescence and Youth, UNDP Youth Strategy, and others; 2. Review existing Government of Uganda strategies, policies and frameworks with focus on youth; Review the United Nations Development Assistance Framework (2016 – 2020); 3. Hold relevant consultations with YEE Convergence group and other UN convergence groups (MNH and Gender), selected youth, and Government ministries responsible for youth issues as well as representatives from youth led institutions while identifying, analyzing youth engagement and employment priority strategic areas for UN support; 4. Review and identify strategic areas and elements that are still relevant for possible inclusion in strategy other documentation such as draft UN Strategic paper prepared in 2012 on “Engaging Youth in National Development, across the UN’s Strategic Areas”, youth in Uganda engagement analysis prepared in 2014 by youth led organizations and others as may be deemed necessary; 5. Research on similar strategies for youth engagement and employment from other countries and draw lessons, best practices and successes that may be replicated by UN in Uganda; 6. Develop a Youth Strategy that will guide UN support in Uganda to engage and create employment for youth basing on the analysis, identified priority strategic areas in line with UN mandate in Uganda and aligned to the thematic areas that UN is focusing on currently including but not limited to a) Policy and Dialogue; b) Strengthening the capacity of Government, CSO and Private Sector to deliver quality socio-economic services to youth; and c) Partnership and coordination and Knowledge Management. The Youth strategy should include but not be limited to the following: <ul style="list-style-type: none"> ▪ A clear statement of Purpose, vision, goals and results intended to be achieved by UN in Uganda in Youth engagement and employment; ▪ An analysis of current situation in Uganda regarding youth engagement and employment taking cognizant of existing efforts by Government of Uganda and Development partners including UN as well as the current gaps;

	<ul style="list-style-type: none"> ▪ Prioritized strategic areas for UN in Uganda support in line with its existing frameworks (including the UNDAF 2016 - 2020) and mandate that will guide in the immediate, medium and long term programming; ▪ Possible bottlenecks for UN to delivering results to youth in Uganda and recommendations on how to solve these bottlenecks; ▪ Recommendations on how to integrate youth into the UNDAF monitoring and evaluation process; ▪ Proposed implementation framework and plan for the Youth Strategy
Person (s)to Supervise the Work/Performance of the Service Provider	UN Youth Engagement and Employment (YEE) Convergence Group, Resident Coordinator Office
Frequency of Reporting	Regularly in accordance to deliverables timeframes
Progress Reporting Requirements	Electronic and hard copies highlighting progress in accordance to the requirement of the assignment
Location of work	<input checked="" type="checkbox"/> Kampala
Expected duration of work	20 days
Target start date	1 st October 2015
Latest completion date	20 days after signature of contract
Travels Expected	Within Kampala district
Special Security Requirements	N/A
Facilities to be Provided by UNDP	<p><input checked="" type="checkbox"/>Others Access to previous progress reports relevant to assignment All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the offerors (transport, professional fees, software, hardware, communication, consumables, etc)</p> <p>Note: 1. There will be two YEE meetings at which the team will present the Inception report and the draft youth strategy. UNDP does not intend to have workshops. All meetings will be the responsibility of YEE group and not the consultants. 2. UNDP does not anticipate any field visits in this 20 days assignment.</p>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal.
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Technical proposals must identify who in the company would be taking the role of Team Leader and specify the roles of each team member.
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (UGX)

Value Added Tax on Price Proposal ¹	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																		
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																		
Payment Terms	<table><tr><td>Output</td><td>Percentage</td><td>Timing</td><td>Condition for payment release</td></tr><tr><td>Inception Report</td><td>15 %</td><td>5 days after signing contract</td><td rowspan="3">Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s acceptance of progress report indicating accomplishment of outputs; and b) Receipt of original invoice from the Service Provider.</td></tr><tr><td>Draft Youth Strategy</td><td rowspan="2">60 %</td><td rowspan="2">15 days after signing contract</td></tr><tr><td>Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)</td></tr><tr><td>Final Youth Strategy incorporating comments/inputs from presentation meeting</td><td>25 %</td><td>20 days after signing contract</td></tr></table>				Output	Percentage	Timing	Condition for payment release	Inception Report	15 %	5 days after signing contract	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s acceptance of progress report indicating accomplishment of outputs; and b) Receipt of original invoice from the Service Provider.	Draft Youth Strategy	60 %	15 days after signing contract	Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)	Final Youth Strategy incorporating comments/inputs from presentation meeting	25 %	20 days after signing contract
Output	Percentage	Timing	Condition for payment release																
Inception Report	15 %	5 days after signing contract	Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s acceptance of progress report indicating accomplishment of outputs; and b) Receipt of original invoice from the Service Provider.																
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Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)																			
Final Youth Strategy incorporating comments/inputs from presentation meeting	25 %	20 days after signing contract																	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UN Youth Engagement and Employment (YEE) Convergence Group																		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																		
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																		

¹VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <ul style="list-style-type: none"> • Expertise of the Firm (30 points) • Methodology and approach (30 Points) • Qualification of proposed experts (40 points) <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Service Provider
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed TOR (Annex 2) • Form for Submission of Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	<p><i>Justine Viola Naiga-Bagonza</i> <i>Procurement Analyst and Head of Procurement unit</i> justine.naiga-bagonza@undp.org and cc: agnes.kintu@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p>

²This 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		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	30
2.	Proposed Methodology and Approach	30%	30
3.	Management Structure and Key Personnel	40%	40
Total			100

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing. To be based on previous experience with other reputable organizations	5
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - age/size of the firm - strength of carrying out assignments of similar magnitude 	9
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 specialized skills.)	1.5
1.4	Quality assurance procedures <ul style="list-style-type: none"> - Ability of the contracted organization to produce quality outputs of similar nature 	2.5
1.5	Relevance of: <ul style="list-style-type: none"> - Specialized knowledge of youth development - Experience in executing similar assignments; - Produced work for multilateral and/or bilateral Organizations 	12
Total Part 1		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?	4
2.3	Are the different components of the proposed assignment adequately weighted relative to one another?	3
2.4	Is the scope of task well defined and does it correspond to the TOR?	10
2.7	Is the presentation clear and the planning logical, realistic and promise efficient implementation to the project?	8
Total Part 2		3

Technical Proposal Evaluation - Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader/Technical Expert 1		14
		Sub-Score	
	Qualification	23	
	- Academic credentials	6	
	- Professional Experience on youth-focused development programming	15	
	- Language Qualifications	2	
		23	
3.2	Technical Expert 2		12
		Sub-Score	
	Qualification	17	
	Suitability for the Project		
	- Academic credentials	5	
	- Professional Experience on youth-focused development programming	10	
	- Language Qualifications	2	
		17	
	Total Part 3		40



*Empowered lives.
Resilient nations.*

Terms of References

Development of a Youth Strategy to guide UN in Uganda to Engage and create employment for youth

Location: Kampala
Starting date: Upon signing contract
Expected Duration of Assignment: 20 days

1. BACKGROUND

Uganda's development progress continues to be constrained by the high unemployment rate. Uganda has been marked as one of those nations with the youngest population in the world, with a median age of 15 years, owing to a high population growth averaging 3.2% over the two past decades. Individuals aged 10-24 years, a category that generates momentum for population growth, constitutes 32% of the total population³. The population is expected to continue growing, only to stabilize at 170 million by 2100, even if fertility was reduced from the current 6.2 births per woman, to the replacement level of 2 births by 2040⁴. Youth unemployment is estimated at 11%, about 5 percentage points higher than adult unemployment. The youth account for 78% of the total labourforce, but largely in the informal sector⁵ which exacerbates vulnerability. As a result, about 15% of the employed youth are categorized as working poor, 3% below the total national average⁶. Some of the underling drivers of youth vulnerability include lack of productive assets⁷, inability of the economy to generate good job opportunities⁸ as well as poor mindset toward work⁹. Teenage pregnancy rate, although declined from 31 per cent in 2001 to 24 per cent in 2011 is still high. Adolescents

³ Uganda National Population and Housing Census 2014

⁴ Government of Uganda, 2014. Harnessing the demographic dividend: Accelerating socioeconomic transformation in Uganda, July 2014

⁵ UBoS, 2013. Uganda National Household Survey, 2012/13, Socio economic Module.

⁶ ibid

⁷ USADI, 2014. Youth and Agriculture in Uganda: An Assessment

⁸ World Bank Economic Update, 2013.

⁹ Uganda National Youth Policy, 2014

continue to suffer sexual reproductive ill-health including sexually transmitted infections among the sexually active (13.4 for females and 5.3 per cent for males), sexual violence and unsafe abortion. Socio-cultural norms; low school attendance for girls; household poverty; lack of comprehensive sexuality education both in schools and communities; and low coverage of youth friendly services at health facilities constrain efforts to reduce teenage pregnancy and force girls into early sexual relationships, early marriage and early child bearing. There is increased need to strengthen the national capacity to conduct evidence-based advocacy/interventions for incorporating adolescents, youth participation and youth sexual reproductive health needs in national laws, policies, and programmes, including monitoring of evidence-based policies, plans and programmes including in humanitarian settings.

The Government of Uganda has put in place some legal and policy measures for addressing Health, employment, including, the National Youth Policy, School Health policy, Adolescent Health policy & strategy, the National Employment Policy for Uganda, the Skilling Uganda Strategic Plan 2012-2022 as well as the National Youth Council – all of which provide a framework for youth engagement and employment.

In support to Government efforts, United Nations agencies in Uganda are supporting programmes in the country aimed at implementing policy instruments to facilitate skills development, employment and improving Adolescent sexual reproductive health, of youth and vulnerable groups in the country. UN in Uganda established three convergence groups, namely, Youth Engagement and Employment (YEE), Maternal and New born Health (MNH), and Gender equality, women's empowerment and Gender Based Violence. YEE convergence group which focuses on addressing youth issues in the country was established specifically to provide a forum for co-ordination to accelerate the implementation of the United Nations Development Assistance Framework Action Plan and Delivering as One. YEE convergence group is aimed at bringing more coherence in different interventions on youth engagement and youth employment in order to avoid duplication and promote synergies. UN agencies in Uganda are supporting programmes in the country aimed at implementing policy instruments to facilitate skills development and employment of youth and vulnerable groups in the country. The efforts of the UN YEE Convergence Group are currently guided by a number of UN global strategies, most notably the UN System-Wide Action Plan (SWAP) on Youth as well as specific UN agency youth strategies such as UNFPA strategy on Adolescence and Youth, UNDP Youth Strategy, and others. To date, YEE has made tremendous efforts in supporting youth issues in the three thematic areas of Policy and Dialogue, strengthening the capacity of Government, CSO and Private Sector to deliver quality socio-economic services to youth; and Partnership and coordination and Knowledge Management. There is need for a strategy for UN in Uganda to continue complementing Government's efforts in addressing youth engagement and employment in a more coherent way.

In light of the above, services of a team of 2 experts from a competent firm are required to develop a Youth Strategy to guide UN in Uganda to Engage and create employment for youth.

2. OBJECTIVE OF THE ASSIGNMENT:

To develop a Youth Strategy that will guide UN in Uganda to Engage and create employment for youth.

3. SCOPE OF WORK AND DELIVERABLES

The assignment will focus on developing a Youth Strategy that will guide UN in Uganda to Engage and create employment for youth.

Specifically, a team of 2 experts from a firm will deliver on the following:

2. Review existing UN strategies and policies on Youth, including UN System-Wide Action Plan (SWAP) on Youth, UNFPA strategy on Adolescence and Youth, UNDP Youth Strategy, and others;
3. Review existing Government of Uganda strategies, policies and frameworks with focus on youth; Review the United Nations Development Assistance Framework (2016 – 2020);
4. Hold relevant consultations with YEE Convergence group and other UN convergence groups (MNH and Gender), selected youth, and Government ministries responsible for youth issues as well as representatives from youth led institutions while identifying, analyzing youth engagement and employment priority strategic areas for UN support;
5. Review and identify strategic areas and elements that are still relevant for possible inclusion in strategy other documentation such as draft UN Strategic paper prepared in 2012 on “Engaging Youth in National Development, across the UN’s Strategic Areas”, youth in Uganda engagement analysis prepared in 2014 by youth led organizations and others as may be deemed necessary;
6. Research on similar strategies for youth engagement and employment from other countries and draw lessons, best practices and successes that may be replicated by UN in Uganda;
7. Develop a Youth Strategy that will guide UN support in Uganda to engage and create employment for youth basing on the analysis, identified priority strategic areas in line with UN mandate in Uganda and aligned to the thematic areas that UN is focusing on currently including but not limited to a) Policy and Dialogue; b) Strengthening the capacity of Government, CSO and Private Sector to deliver quality socio-economic

services to youth; and c) Partnership and coordination and Knowledge Management.

The Youth strategy should include but not be limited to the following:

- A clear statement of Purpose, vision, goals and results intended to be achieved by UN in Uganda in Youth engagement and employment;
- An analysis of current situation in Uganda regarding youth engagement and employment taking cognizant of existing efforts by Government of Uganda and Development partners including UN as well as the current gaps;
- Prioritized strategic areas for UN in Uganda support in line with its existing frameworks (including the UNDAF 2016 - 2020) and mandate that will guide in the immediate, medium and long term programming;
- Possible bottlenecks for UN to delivering results to youth in Uganda and recommendations on how to solve these bottlenecks;
- Recommendations on how to integrate youth into the UNDAF monitoring and evaluation process;
- Proposed implementation framework and plan for the Youth Strategy.

Expected Outputs and Deliverables

Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals required
Inception Report	4 days	21 st September 2015	UN YEE Group, Resident Coordinators Office
Draft Youth Strategy	10 days	2 nd October 2015	UN YEE Group, Resident Coordinators Office
Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)	1 day	6 th October 2015	UN YEE Group, Resident Coordinators Office
Final Youth Strategy incorporating comments/inputs from presentation meeting	5 days	15 th October 2015	UN YEE Group, Resident Coordinators Office

4. WORKING ARRANGEMENT S

Institutional Arrangement

- a) The team will be guided and supervised by UN YEE Convergence Group under the leadership of the chair;
- b) The team will interact with Resident Coordinators Office during the course of the assignment;
- c) The team will liaise, interact, collaborate/meet/consult with relevant stakeholders including Government institutions such as Ministry of Gender, Labour and Social Development, key sectors line ministries, Development Partners, youth led institution and others as deemed necessary;
- d) United Nations in Uganda Youth Engagement and Employment Convergence Group will support the team in the following:
 - Access to all past reports, documents and data relevant to the assignment.
 - Support and assistance to gain access to relevant stakeholders for consultations to the extent possible;

Duration of the Work

The assignment will be executed in a period of 20 days commencing immediately after signature of contract. The consultant(s) are expected to adhere to the specified dates given that the Youth strategy is urgently required to enable appropriate programming for support to youth in time before the next UNDAF (2016 -2020) commences.

Duty Station

The duty station will be Kampala.

5. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS OF TEAM

- Substantial technical expertise including in youth-focused development programming;
- Master's degree in international development or other relevant field;
- The team must have undertaken similar or related assignment in Uganda or in East African region with an understanding of support to youth programming;
- Understanding of the context of youth dynamics in Uganda;

- Demonstrated experience of working with government agencies, national researchers and development partners;
- Publications in the field of social science research in areas relevant to youth programming and development would be an asset;
- Proven quantitative skills, including experience with a range of statistical tools;
- Excellent writing and analytical skills.

Language Requirements:

Fluency in English

6. Scope of Proposal Price and Schedule of Payments

- a) The contract price will be a fixed output-based price regardless of extension of duration;
- b) The potential contractor should submit an all-inclusive bid with detailed costing for professional fees, operational costs etc;
- c) Payment will be made by UNDP upon achievement of the corresponding milestones identified and outlined in this RFP (Data sheet) in accordance with an approved work plan and budget.

7. Recommended Presentation of Proposal

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, it is best to recommend the preferred contents and presentation of the Proposal to be submitted, please use guide in Annex 3 of this RFP.

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL¹⁰

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹¹)

[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) Organization Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- c) Written Self-Declaration that the Organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

¹⁰This serves as a guide to the Service Provider in preparing the Proposal.

¹¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is the Team Leader, technical expert is and supporting staff.*
- b) CVs of key personnel demonstrating qualifications must be submitted; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

Annex 3.2

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL¹²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹³)

¹²*This serves as a guide to the Service Provider in preparing the Proposal.*

¹³*Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

[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:

D. Cost Breakdown per Deliverable*

No.	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Inception Report	15%	
2.	Draft Youth Strategy	60%	
3.	Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)		
4.	Final Youth Strategy incorporating comments/inputs from presentation meeting	25%	
	Grand Total	100%	UGX.

**This shall be the basis of the payment tranches*

Cost Breakdown by Cost Component [This is only an Example] (This total must equal tables D above)

Inception Report – 15%				
Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
Team Leader/Technical Expert1				
Technical Expert 2				
II. Out of Pocket Expenses				
1. Travel Costs				

2. Communications				
3. Reproduction				
4. Others				
Sub Total One				
Draft Youth Strategy / Presentation of Draft Youth Strategy to selected stakeholders (UN – UNCT, YEE, PMT, Youth Institutions, Government, CSOs etc.)– 60%				
I. Personnel Services				
Team Leader/Technical Expert1				
Technical Expert 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
3. Reproduction				
4. Others				
Sub Total Two				
Final Youth Strategy incorporating comments/inputs from presentation meeting – 25%				
I. Personnel Services				
Team Leader/Technical Expert1				
Technical Expert 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
3. Reproduction				
4. Others				
Sub Total Three				
Grand Total (Sub totals 1+2+3)				

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

Annex 4

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 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.