



## REQUEST FOR PROPOSAL (RFP)

<b>To: Qualified National/International firms, NGOs, CSOs</b>	<b>DATE: April 18, 2016</b>
	<b>REFERENCE: International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sectors and tailoring them to relevant funding opportunities</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal **International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sectors and tailoring them to relevant funding opportunities**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Friday **6<sup>th</sup> May 2016, 11:00am** and via sealed bids to the address below:

Technical and Financial proposals **must be separately sealed** in individual envelopes (marked “Technical Proposal” or “Financial Proposal”, each containing a data 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 clearly marked **RFP: “International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sectors and tailoring them to relevant funding opportunities”**, which must be hand delivered to the address below:

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

Your Proposal must be expressed in the English, 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.

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

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

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

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

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

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

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

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

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](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  
4/18/2016

## Annex 1

### Description of Requirements

Context of the Requirement	<p><b>Background</b></p> <p>Low Emission Capacity Building Project - Uganda The Uganda LECB Project is part of the UNDP LECB programme, launched in January 2011 and encompassing 25 participating countries. The programme is funded by the European Commission and the governments of Germany and Australia. In Uganda, the national LECB project (launched March 2012) is implemented by the Climate Change Department of the Ministry of Water &amp; Environment in close coordination with UNDP. The main work areas are: Development of a national GHG inventory system; Elaboration of eight NAMA concepts in the prioritised sectors of energy, waste, transport and agriculture; Preparation of a low-emission development strategy; and Design of the associated measuring, reporting and verification (MRV) systems. Throughout 2013 the Uganda LECB project team undertook a range of capacity building and stakeholder consultations that resulted in the elaboration of eight NAMA concepts. During the consultations the stakeholders agreed that the prioritized NAMAs in the transport, energy and agricultural sectors are: Periodic vehicle inspection (Transport)Bus Rapid Transport System (Transport)Enhancement of Soil Carbon Sequestration through Sustainable Land Management Practices (agriculture)Climate smart livestock production in Uganda (agriculture)Fuel Efficiency Initiative – FEI (Energy)Green Schools (Energy)The two agricultural NAMA concepts were updated in April 2015 with support from an international consultant and through extensive stakeholder consultations. Recently it was decided to merge the two agricultural NAMAs and support the development of one complete Livestock NAMA. All interventions of the carbon sequestration NAMA will be included in the merged NAMA. The Bus Rapid Transport (BRT) System NAMA concept builds on an existing feasibility study developed with support from the World Bank. The World Bank agreed to provide a loan for implementation on the condition that the BRT system should be managed by an independent authority. An agreement was never finalized and the project was not</p>
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	<p>implemented. The Ministry of Works and Transport has therefore requested support to develop a 10-20 pages document to present to donors/development banks to raise funds for implementation. The Periodic Vehicle Inspection NAMA is at an advanced stage and there is political will to push for the implementation. After consulting stakeholders it was decided to merge the Vehicle Inspection and the FEI NAMA into one NAMA. The vehicle inspection is already an intervention under the FEI NAMA so the support will focus on completing the FEI NAMA (in particular the baseline) and ensure that the institutional set-up emphasizes the important role of Ministry of Transport. The elaboration of the NAMA concepts should be guided by the existing LECB NAMA template. The purpose of the consultancy is to provide technical support to the UNDP LECB project in Uganda by: Project Title: International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sector and tailoring them to relevant funding opportunities</p>
Implementing Partner of UNDP	
Brief Description of the Required Services <sup>1</sup>	<p><b>International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sectors and tailoring them to relevant funding opportunities)</b></p>
List and Description of Expected Outputs to be Delivered	<p><b>Expected results and deliverables</b></p> <p>Under the direct supervision of the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF) and MEMD/MoWT, the Contractor's responsibilities are to:</p> <ul style="list-style-type: none"> <li>➤ Undertake consultations with selected key stakeholders to agree on detailed activities and mitigation measures to be included in the two NAMAs, as well as the barriers that the NAMAs need to address.</li> <li>➤ For each of the 2 NAMAs, review and elaborate upon: <ul style="list-style-type: none"> <li>• the description of national context and sector/sectoral context and trends, including existing legal, regulatory and institutional framework;</li> <li>• the NAMA's relevance to the NDC, national sustainable development plan(s) or national strategies and/or to sectoral mitigation goals;</li> <li>• Description of the transformational impact.</li> </ul> </li> <li>➤ Develop robust baselines and mitigation scenario analyses for both NAMAs (i.e., calculate the baseline and GHG emission</li> </ul>

	<p>reductions for each NAMA, projecting to a year(s) that is relevant to the Ugandan development context, e.g., 2030).</p> <ul style="list-style-type: none"> <li>➤ Identify sustainable development indicators and parameters for each NAMA by applying the UNDP SD-tool</li> <li>➤ Develop the financing component of the project by identifying key financial actors, costs, financial mechanisms for implementation, and financing options. The NAMA costs should include implementation of any identified mitigation actions, creation of enabling environment, MRV implementation and any other technology or capacity building costs. The proposer should: <ul style="list-style-type: none"> <li>• Develop a conservative cash flow model for the project, including identification of key financial parameters, including investment needs, required IRR, risk analysis, etc</li> <li>• Develop a financial structure for the NAMA, including identification of key actors from financial point of view: e.g., governmental bodies, project owners, international donors, private investors, etc.</li> <li>• Identify key financial parameters for potential private sector participants.</li> </ul> </li> <li>➤ Prepare an overall implementation timeline and detailed description of the proposed institutional arrangements of the different entities and stakeholders involved.</li> <li>➤ Provide technical review of the proposed MRV indicators (focus on co-benefits and GHG reductions) and develop MRV implementation plan, including what key parameters should be collected, by whom, and in the most effective way. This should include a review of the cost estimates for MRV implementation and ensure that the cost is appropriately reflected in the overall financing plan of the project.</li> <li>➤ Develop a 15-20 pages presentation of the BTR including information on costs, implementation plan and impact to present to development banks and others. The document will be based on the existing feasibility study and include a ppt. presentation tailored to development banks</li> <li>➤ Finalize the FEI baseline analysis and GHG emission projections in the framework of the FEI NAMA.</li> </ul>
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	<p>➤ Provide two 1-day trainings on key aspects of the NAMA design (one training for transport/energy and one training for agriculture) to ensure that national capacities are built.</p> <p>The Contractor should spend at least 30 working days and undertake two field visits:</p> <ul style="list-style-type: none"><li>• One at the commencement to consult with key stakeholders: mitigation measures, barrier analysis, data availability, policy &amp; sectoral context, and institutional coordination possibilities. This visit should also ensure that national and international consultants have a common understanding and that a coordination mechanism is in place.</li><li>• One visit to engage stakeholders and obtain feedback before finalising the NAMA proposal. This visit should also include a training component on key aspects of the NAMA design to ensure that national capacities are built.</li></ul>								
Person to Supervise the Work/Performance of the Service Provider	Team Leader, Energy and Environment UNDP								
Frequency of Reporting	Monthly								
Progress Reporting Requirements	Electronic and hard copies highlighting progress in accordance to UNDP reporting format								
Location of work	At Contractor’s Location								
Expected duration of work	6 months								
Target start date	23 <sup>rd</sup> May 2016								
Latest completion date	23 <sup>rd</sup> November 2016								
Travels Expected	<table><tr><th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr><tr><td>Kampala</td><td>The Team Leader: 5 days The sector experts: 15 days each</td><td>The sector experts have to spend 15 working days in Kampala to ensure full understanding and agreement between consultants and</td><td>End of May 2016</td></tr></table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Kampala	The Team Leader: 5 days The sector experts: 15 days each	The sector experts have to spend 15 working days in Kampala to ensure full understanding and agreement between consultants and	End of May 2016
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s						
Kampala	The Team Leader: 5 days The sector experts: 15 days each	The sector experts have to spend 15 working days in Kampala to ensure full understanding and agreement between consultants and	End of May 2016						

			government regarding implementation approach and final product. The relevant ministry will offer the sector expert working space during the 15 working days.	
	Kampala	The Team Leader: 5 days The sector experts: 15 days each	The sector experts will spend further 15 working days about 3 months after the first mission. During the second mission the sector experts will present draft deliverables and work with government counterparts to achieve the expected deliverables. The relevant ministry will offer the sector expert working space during the 15 working days.	
Special Security Requirements	N/A			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required			
Names and curriculum vitae of individuals who will be	<input checked="" type="checkbox"/> Required			

involved in completing the services																		
Currency of Proposal	United States Dollars																	
Value Added Tax on Price Proposal <sup>2</sup>	VAT is applicable for Ugandan firms only.																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																	
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																	
Payment Terms <sup>3</sup>	<table><tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr><tr><td>Initial Stakeholder Report on field visit Elaborated concept based upon field visit and stakeholder consultations</td><td>30%</td><td>1 Month</td><td rowspan="3">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr><tr><td>Draft NAMAs, including: -GHG baseline and SD baseline and GHG reduction / SD impacts -Financing model -Proposed implementation plan -Finalized FEI baseline analysis and GHG projections.</td><td>35%</td><td>4 Months</td></tr><tr><td>-Finalised NAMAs ready for submission to the relevant funding opportunities -Trainings to ensure stakeholder understanding and ownership</td><td>35%</td><td>6 Months</td></tr></table>				Outputs	Percentage	Timing	Condition for Payment Release	Initial Stakeholder Report on field visit Elaborated concept based upon field visit and stakeholder consultations	30%	1 Month	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Draft NAMAs, including: -GHG baseline and SD baseline and GHG reduction / SD impacts -Financing model -Proposed implementation plan -Finalized FEI baseline analysis and GHG projections.	35%	4 Months	-Finalised NAMAs ready for submission to the relevant funding opportunities -Trainings to ensure stakeholder understanding and ownership	35%	6 Months
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	-Communication and outreach material of the final results (NAMA brief, PPT summary, 2-page factsheet, etc) targeting potential donors. -Dialogue initiated with other potential funders for implementation of the project				
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Country Director				
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.				
Criteria for the Assessment of Proposal	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm 14% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 28% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 28%  <b><u>Financial Proposal (30%)</u></b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.				
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider				
Annexes to this RFP <sup>4</sup>	<input type="checkbox"/> Form for Submission of Proposal (Annex 2) <input type="checkbox"/> Detailed TOR (Annex 3) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>5</sup>				

Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<b>Focal Person in UNDP: Ms. Diana Nabbanja</b> E-mail address : <a href="mailto:diana.nabbanja@undp.org">diana.nabbanja@undp.org</a> and cc: <a href="mailto:fredah.zawedde@undp.org">fredah.zawedde@undp.org</a> Deadline for questions: <b>6th May 2016 at 11.00 am – EAT - Ugandan Time</b> 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.
No. of copies of Proposal that must be submitted	Original :1 Copies : 1 Electronic copy: 1
Post-Qualification Actions	<ul style="list-style-type: none"> <li>- Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> <li>- Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</li> </ul>

### Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	20%	200
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	40%	400
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	40
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Financial stability</li> <li>- loose consortium, holding company or one firm</li> <li>- age/size of the firm</li> <li>- strength of project management support</li> <li>- project financing capacity</li> <li>- project management controls</li> </ul>	40
1.3	Quality assurance procedures	40
1.4	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge (climate change mitigation, NAMAs development, MRV, low carbon development)</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	80
<b>Total Part 1</b>		<b>200</b>

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	20
2.3	Will the international consultants spend an appropriate amount of working days in Uganda?	60
2.4	Is the composition of the consortium well balanced between international and qualified local consultants?	60
2.5	Is there an efficient coordination mechanism guiding the cooperation between international and local consultants in place?	60
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
<b>Total Part 2</b>		<b>400</b>

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	<b>Team Leader and Climate Change Mitigation Economist</b>	
	-Master degree in Economics, Engineering, Environmental Sciences, Energy or any other closely related field.	20
	-At least 10 years relevant experience in national planning processes and policies, carbon markets, including post-2012 climate finance schemes.	60
	-Proven knowledge of GHG emission reduction baseline and monitoring methodologies	60
	-Experience in leading multi-disciplinary international team will be an advantage. S/He will be responsible for communication with UNDP and the team members.	40
	Points Obtainable - Team Leader	180
3.3	<b>Sector expert (energy/transport)</b>	
	- A Master's degree in energy, engineering, environmental economics or any other closely related field.	20
	-At least 7 years of experience in low carbon technologies in the energy/transport sector.	40
	- Strong knowledge of policies, strategies and financing for low emission development in the energy/transport sector.	50
	Points Obtainable - Sector expert (energy/transport)	110
3.4	<b>Sector expert (agriculture)</b>	

	- A Master's degree in agriculture, land-use management, environmental sciences or any other closely related field.		20
	- At least 7 years of relevant experience, with particular knowledge in climate smart agriculture and low carbon technologies in the agriculture sector.		40
	- Strong knowledge of policies, strategies and financing for low emission development in the agriculture sector.		50
	Points Obtainable - Sector expert (agriculture)		110
	<b>Total</b>		<b>400</b>

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**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>**

***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)***

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

**A. Qualifications of the Service Provider**

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, 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**

*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.*

**C. Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide :*

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

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables</b>	<b>Timeline</b>	<b>No. of working days required</b>	<b>Additional requirements</b>
30%	Contract signed and approval of inception Report based on field visit	1 month after contract signature	20 working days	The sector experts shall spend a minimum of 15 working days each in Uganda during the inception phase, the team leader at least 5 days.
35%	<ul style="list-style-type: none"> <li>• Draft NAMAs, including:</li> <li>• GHG baseline and SD baseline and GHG reduction / SD impacts</li> <li>• Financing model</li> <li>• Proposed implementation plan</li> <li>• Finalized FEI baseline analysis and GHG projections.</li> </ul>	4 months after contract signature	60 working days	The sector experts shall together spend at least 15 working days each in Uganda, the team leader at least 5 days.
35%	<ul style="list-style-type: none"> <li>• Finalised NAMAs ready for submission to the relevant funding opportunities</li> <li>• Trainings to ensure stakeholder understanding and ownership</li> <li>• Communication and outreach material of the final results (NAMA brief, PPT summary, 2-page factsheet, etc) targeting potential donors.</li> </ul>	6 months after contract signature	40 working days	

	<ul style="list-style-type: none"> <li>Dialogue initiated with other potential funders for implementation of the project Communication and outreach material of the final results (NAMA brief, PPT summary, 2-page factsheet, etc) targeting potential donors.</li> <li>Dialogue initiated with other potential funders for implementation of the projects</li> </ul>			
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**E. Cost Breakdown by Cost Component *[This is only an Example]:***

<b>I. Personnel services</b>				
	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period (USD)
Team Leader and Climate Change Mitigation Expert			1	
Sector expert (energy/transport)			1	
Sector expert (agriculture)			1	
<b>II. Out of pocket expenses</b>				
Travel Costs for international Consultants (Air tickets – indicate in detail for how many and how much per ticket)				
Living Allowances while in Uganda for International Consultants				
Communications if applicable				
Others (Add rows as may be applicable for other requirements)				
<b>Sub Total Three</b>				

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



### Section 3: Terms of Reference (TOR)

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#### TERMS OF REFERENCE

**Description of the assignment:** Project Title: International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sectors and tailoring them to relevant funding opportunities)

**Project title:** Low Emission Capacity Building Project

**Period of assignment/services:** 6 months

#### 3.1 Background

The Uganda **LECB Project** is part of the UNDP **LECB programme**, launched in January 2011 and encompassing 25 participating countries. The programme is funded by the European Commission and the governments of Germany and Australia.

In Uganda, the national LECB project (launched March 2012) is implemented by the Climate Change Department of the Ministry of Water & Environment in close coordination with UNDP. The main work areas are:

- Development of a national GHG inventory system;
- Elaboration of eight NAMA concepts in the prioritised sectors of energy, waste, transport and agriculture;
- Preparation of a low-emission development strategy; and
- Design of the associated measuring, reporting and verification (MRV) systems.

Throughout 2013 the Uganda LECB project team undertook a range of capacity building and stakeholder consultations that resulted in the elaboration of eight NAMA concepts. During the consultations the stakeholders agreed that the prioritized NAMAs in the transport, energy and agricultural sectors are:

- Periodic vehicle inspection (Transport)
- Bus Rapid Transport System (Transport)
- Enhancement of Soil Carbon Sequestration through Sustainable Land Management Practices (agriculture)
- Climate smart livestock production in Uganda (agriculture)
- Fuel Efficiency Initiative – FEI (Energy)
- Green Schools (Energy)

The two agricultural NAMA concepts were updated in April 2015 with support from an international consultant and through extensive stakeholder consultations. Recently it was decided to merge the two agricultural NAMAs and support the development of one complete Livestock NAMA. All interventions of the carbon sequestration NAMA will be included in the merged NAMA.

The Bus Rapid Transport (BRT) System NAMA concept builds on an existing feasibility study developed with support from the World Bank. The World Bank agreed to provide a loan for implementation on the condition that the BRT system should be managed by an independent authority. An agreement was never finalized and the project was not implemented. The Ministry of Works and Transport has therefore requested support to develop a 10-20 pages document to present to donors/development banks to raise funds for implementation.

The Periodic Vehicle Inspection NAMA is at an advanced stage and there is political will to push for the implementation. After consulting stakeholders it was decided to merge the Vehicle Inspection and the FEI NAMA into one NAMA. The vehicle inspection is already an intervention under the FEI NAMA so the support will focus on completing the FEI NAMA (in particular the baseline) and ensure that the institutional set-up emphasizes the important role of Ministry of Transport.

The elaboration of the NAMA concepts should be guided by the existing LECB NAMA template.

The purpose of the consultancy is to provide technical support to the UNDP LECB project in Uganda by:

*Project Title: International/National backstopping services for elaborating two NAMA proposals in the Transport/Energy and Agricultural Sector and tailoring them to relevant funding opportunities*

### **3.2 Expected results and deliverables**

Under the direct supervision of the Ministry of Agriculture, Animal Industry and Fisheries (MAAIF) and MoWT, the Contractor's responsibilities are to:

- Undertake consultations with selected key stakeholders to agree on detailed activities and mitigation measures to be included in the two NAMAs, as well as the barriers that the NAMAs need to address.
- For each of the 2 NAMAs, review and elaborate upon:
  - the description of national context and sector/sectoral context and trends, including existing legal, regulatory and institutional framework;
  - the NAMA's relevance to the NDC, national sustainable development plan(s) or national strategies and/or to sectoral mitigation goals;
  - description of the transformational impact.
- Develop robust baselines and mitigation scenario analyses for both NAMAs (i.e., calculate the baseline and GHG emission reductions for each NAMA, projecting to a year(s) that is relevant to the Ugandan development context, e.g., 2030).
- Identify sustainable development indicators and parameters for each NAMA by applying the UNDP SD-tool
- Develop the financing component of the project by identifying key financial actors, costs, financial mechanisms for implementation, and financing options. The NAMA costs should include implementation of any identified mitigation actions, creation of enabling environment, MRV implementation and any other technology or capacity building costs. The proposer should:

- Develop a conservative cash flow model for the project, including identification of key financial parameters, including investment needs, required IRR, risk analysis, etc
  - Develop a financial structure for the NAMA, including identification of key actors from financial point of view: e.g., governmental bodies, project owners, international donors, private investors, etc.
  - Identify key financial parameters for potential private sector participants.
- Prepare an overall implementation timeline and detailed description of the proposed institutional arrangements of the different entities and stakeholders involved.
- Provide technical review of the proposed MRV indicators (focus on co-benefits and GHG reductions) and develop MRV implementation plan, including what key parameters should be collected, by whom, and in the most effective way. This should include a review of the cost estimates for MRV implementation and ensure that the cost is appropriately reflected in the overall financing plan of the project.
- Develop a 10-20 pages presentation of the BTR including information on costs, implementation plan and impact to present to development banks and others. The document will be based on the existing feasibility study and include a ppt. presentation tailored to development banks
- Finalize the FEI baseline analysis and GHG emission projections in the framework of the FEI NAMA.
- Provide two 1-day trainings on key aspects of the NAMA design (one training for transport/energy and one training for agriculture) to ensure that national capacities are built.

The Contractor (the international consultants) should spend at least 30 working days and undertake two field visits:

- One at the commencement to consult with key stakeholders: mitigation measures, barrier analysis, data availability, policy & sectoral context, and institutional coordination possibilities. This visit should also ensure that national and international consultants have a common understanding and that a coordination mechanism is in place.
- One visit to engage stakeholders and obtain feedback before finalising the NAMA proposal. This visit should also include a training component on key aspects of the NAMA design to ensure that national capacities are built.

The timeline of the deliverables include the following:

<b>Deliverables</b>	<b>Potential dates</b>
<ul style="list-style-type: none"> <li>• Initial Stakeholder Report on field visit</li> <li>• Elaborated concept based upon field visit and stakeholder consultations</li> </ul>	<ul style="list-style-type: none"> <li>• 1 month after contract signature</li> </ul>
<ul style="list-style-type: none"> <li>• Draft NAMAs, including:</li> <li>• GHG baseline and SD baseline and GHG reduction / SD impacts</li> <li>• Financing model</li> <li>• Proposed implementation plan</li> </ul>	<ul style="list-style-type: none"> <li>• 4 months after contract signature</li> </ul>

<ul style="list-style-type: none"> <li>• Finalized FEI baseline analysis and GHG projections.</li> </ul>	
<ul style="list-style-type: none"> <li>• Finalised NAMAs ready for submission to the relevant funding opportunities</li> <li>• Trainings to ensure stakeholder understanding and ownership</li> <li>• Communication and outreach material of the final results (NAMA brief, PPT summary, 2-page factsheet, etc) targeting potential donors.</li> <li>• Dialogue initiated with other potential funders for implementation of the project</li> </ul>	<ul style="list-style-type: none"> <li>• 6 months after contract signature</li> </ul>

Should an additional field visit be recommended by the Contractor, the rationale should be clearly laid out in the submitted tender. Throughout the consultancy, information on the project concept can also be provided through phone/skype interviews with the LECB project team, the Climate Change Department and MEMD, MoTW and MAAIF.

### 5.3 Reporting Obligation and Requirements

All deliverables should be provided electronically to MEMD/MoTW and MAAIF and to the LECB project coordinator in Uganda for comments. The comments from key stakeholders will be compiled by the LECB project coordinator and submitted to the Contractor no later than 2 weeks after receipt of the draft documents.

During the fulfilment of the assignment, the Contractor will ensure regular communication with MEMD/MoWT, MAAIF and the LECB project team.

The Consultant shall report to the Permanent Secretaries of MEMD/MoWT and MAAIF respectively. Reports shall be addressed to the Permanent Secretaries of MEMD/MoWT and MAAIF (depending on the NAMAs), with copies to the LECB Project in Uganda and Climate Change Department, who shall appoint representative(s) to follow implementation of the assignment where appropriate. All contractual obligations will be managed by UNDP.

### 5.4 Delivery & Payment Schedule

The Contractor is expected to complete and submit the deliverables specified above within **six months** from date of contract signature.

If delays occur without mutual and prior agreement for extension, UNDP reserves its right to charge the awarded party a penalty equivalent to 2% of the total assigned budget for every week delayed.

## **WORKING ARRANGEMENTS**

### **a) Institutional Arrangement**

The contract will be performance-based, spanning a period of 6 months. Terms and conditions of service linked to the type of proposed contract will apply. The Contractor will through the team leader report on progress on a monthly basis.

All costs of goods and services that the contractor will require shall be included in their quotations/financial proposals.

### **b) Duration of the Work**

6 months

## **REQUIRED EXPERIENCES, COMPETENCIES AND SKILLS**

Applicants shall be legally registered and shall demonstrate sufficient capacities to implement the required activity in a satisfactory manner.

UNDP will engage the contractor under one contract, which is entered into with the designated lead entity of the contractor. The contractor will be selected and recruited as indicated in the Request for Proposals. It is compulsory for the team to include 1) One Team Leader; 2) One Transport sector expert; 3) One Agriculture sector expert

Prospective bidders may propose additional members who have thematic expertise that complement the thematic expertise of the Team Leader and other members. The following training background and experience is required:

## **KEY PERSONNEL**

**Important to Note:** Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated (i.e. number of days) for his/her involvement. This must include number of expert days being provided in total as well as number of expert days in country and external for each personnel.

**(Note:** This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)

**The Contractor shall propose the following key technical personnel and other personnel as deemed appropriate to implement the tasks described earlier.**

### ***Team Leader and Climate Change Mitigation Economist (International Consultant)***

A Team Leader (should be clearly identified from among the requested professionals listed below. The team leader will be responsible for the overall delivery of all outputs under this assignment with reference to international best practices. S/he will (i) prepare a task matrix for consultants; (ii) supervise the inputs of the consultants; (iii) ensure the quality of and consolidate their outputs to complete the deliverables of this assignment. S/he shall have climate change mitigation experience (preferably with NAMAs climate/technology financing, and in-depth knowledge of CDM and the workings of national transport or agriculture and financial sectors). The team leader should also have the following skills:

#### **Required Competencies**

- Demonstrates integrity and ethical standards;
- Mature judgment and initiative;
- Ability to think out-of-the-box;
- Ability to present complex issues in simple and clear manner; Demonstrates integrity and ethical standards;
- Ability to work under pressure and deliver high quality results on time;
- Initiative and independence;
- Excellent ability to communicate in English and to work as a team;

#### **Required Experience and skills**

- Master degree in Economics, Engineering, Environmental Sciences, Energy or any other closely related field.
- At least 10 years relevant experience in national planning processes and policies, carbon markets, including post-2012 climate finance schemes with particular experience managing teams, demonstrated strong leadership, effective management skills, good coordination ability and team working spirit;
- Demonstrated skills in capacity building and mentoring;
- Strong knowledge of government policies and strategies for low emission development;
- Strong understanding of global and national climate change and environmental issues;
- Good organizational skills, with strong experience in organizing and facilitating meetings, workshops and writing reports;
- Good interpersonal/communication skills;
- Good oral and written communication skills.

#### ***The two Sector Experts:***

The Sector Expert should have the following skills:

#### **Required Competencies**

- Demonstrates integrity and ethical standards;
- Mature judgment and initiative;
- Ability to think out-of-the-box;
- Ability to present complex issues in simple and clear manner; Demonstrates integrity and ethical standards;
- Ability to work under pressure and deliver high quality results on time;
- Initiative and independence;
- Excellent ability to communicate in English and to work as a team;

**Energy/Transport Expert: Required Experience and skills (International Consultant)**

- A Master's degree in energy, engineering, environmental economics or any other closely related field;
- At least 7 years of experience in low carbon technologies in the energy/transport sector;
- Experience in development of baseline and mitigation scenarios, as well as experience in measuring and evaluating the impact of mitigation actions on sustainable development.
- Strong knowledge of policies, strategies and financing for low emission development in the energy/transport sector.

**Agricultural Expert: Required Experience and skills (International Consultant)**

- A Master's degree in agriculture, land-use management, environmental sciences or any other closely related field;
- At least 7 years of relevant experience, with particular knowledge in climate smart agriculture and low carbon technologies in the agriculture sector;
- Strong knowledge of policies, strategies and financing for low emission development in the agriculture sector.

**Scope of proposal price and Schedule of payments**

The contract price is a fixed output based price regardless of the extension of the herein specified duration. The proposer should include all costs of goods and services that will be required in their quotations/financial proposals (i.e professional fees, travel costs, living allowances, taxes etc).

Payment shall be by the lump sum modality in the following 3 instalments;

30%	<ul style="list-style-type: none"><li>• Initial Stakeholder Report on field visit</li><li>• Elaborated concept based upon field visit and stakeholder consultations</li></ul>
35%	<ul style="list-style-type: none"><li>• Draft NAMAs, including:</li><li>• GHG baseline and SD baseline and GHG reduction / SD impacts</li><li>• Financing model</li><li>• Proposed implementation plan</li><li>• Finalized FEI baseline analysis and GHG projections.</li></ul>
35%	<ul style="list-style-type: none"><li>• Finalised NAMAs ready for submission to the relevant funding opportunities</li><li>• Trainings to ensure stakeholder understanding and ownership</li><li>• Communication and outreach material of the final results (NAMA brief, PPT summary, 2-page factsheet, etc) targeting potential donors.</li><li>• Dialogue initiated with other potential funders for implementation of the project</li></ul>

**Language**

The language of the assignment shall be English. All deliverables shall be in English language. Therefore, excellent English communication skills (Oral, written, and presentation) are essential.

***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**



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

## **7.0 INDEMNIFICATION:**

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

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

## **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

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

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

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

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

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

## **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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