



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: August 27, 2020
	REFERENCE: UNDP-RFP/UGA20/015

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consultancy Services develop a Strategy for Formalization and Business Development Acceleration for ASMEs in the Development Minerals sector in Uganda.

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

Proposals may be submitted on or before Sunday, September 13, 2020 and via email, to the address below:

tenders.kampala@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of **90days**

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. Proposal MUST be submitted through email provided above, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Applicants are instructed to submit their financial proposals in Uganda Shillings for this consultancy here. The proposals should be sent via email, with 2 attachments (Technical and Financial separately)

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Procurement Team

Description of Requirements

Context of the Requirement	<p style="text-align: center;">TERMS OF REFERENCE</p> <p>Location: Uganda</p> <p>Description of the assignment: Procurement of a Firm to develop a Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda</p> <p>Type of Contract: Consultancy - Firm</p> <p>Languages Required: English</p> <p>Starting date: Upon signing contract</p> <p>Expected Duration of Assignment: 35 non-consecutive working days</p>
	<p style="text-align: center;">BACKGROUND</p> <p>The ACP-EU Development Minerals Programme is capacity building program that aims to build the profile, and improve the management, of <i>Development Minerals</i> (industrial minerals; construction materials; dimension stones; and semi-precious stones). The program is an initiative of the African, Caribbean and Pacific (ACP) Group of States, financed by the European Union and the United Nations Development Programme (UNDP), and implemented by UNDP. The development community has traditionally focused on globally traded “high-value” metals and energy minerals as a pathway to economic development for developing countries. This is not surprising given that metals and energy minerals have the potential to generate foreign currency and fiscal revenues. However, the development benefits of these minerals have often remained elusive, with limited benefits to local and regional economies and communities. These issues are well captured in the “resource-curse” debate.</p> <p>Development Minerals (traditionally known as low-value minerals and materials) are mined, processed, manufactured and used domestically in industries such as construction, manufacturing, infrastructure and agriculture.¹ They include industrial minerals, like gypsum and salt; construction materials, like clay, sand and gravel; dimension stones, like marble and granite; and semi-precious stones, like garnet and tourmaline.</p> <p>The scale of the sector is enormous. Eight of the top ten produced mineral commodities in the world are Development Minerals, which total 84% of</p>

¹ Franks, Pakoun, Ngonze (2016) ACP-EU Development Minerals Programme Progress Report 2016.

	<p>global mineral production.² The demand for Development Minerals—construction materials, dimension stones, industrial minerals and semi-precious stones—is increasing, driven by rapid urbanization, infrastructure development and industrialization in ACP countries. However, these minerals have largely been outside of the reach of policymaking, even though the sector is more Labour absorptive, with higher impact on employment and poverty reduction compared to the more visible metals and high-value minerals. In response, Phase One of the ACP-EU Development Minerals Programme, implemented between 2015 and 2019, successfully brought these minerals to the forefront of policymaking.³ Based on the lessons learned from the Programme and the consensus that emerged under the Mosi-oa-Tunya Declaration⁴, the Phase II of the project will continue to provide capacity development support to ASMEs, sector associations, public institutions and the social stakeholders that operate along the Development Minerals value chain in ACP countries.</p> <p>It aims to enable ASMEs in the Development Minerals sector to achieve better livelihoods through higher employment and incomes from their mining operations. The project will ensure these objectives are met by: i) Formalizing artisanal and small-scale mining; ii) Increasing incomes of ASMEs and enhancing business development (entrepreneurial skills, access to finance, technology, markets, and market information); iii) Strengthening environmental and social safeguards in and around mining operations; iv) Supporting women-owned and -run ASMEs along the value-chain and v) Facilitating Inter-ACP knowledge exchanges. The project will contribute to the achievements of <i>The Strategic Framework for ACP Private Sector Development; ACP’s Framework of Action on the Development of the Mineral Resources Sector; and the ACP-EU Joint Cooperation Framework for Private Sector Development</i>.</p> <p>Furthermore, the mining, processing and beneficiation of Development Minerals is an informal activity in most of the countries where the ACP-EU Development Minerals Programme is under implementation. Despite a large number of enabling factors that support the start-up and scaling up of businesses operating in the Development Minerals sector, the income generation potential of the sector often remains unrealized or under-realized due to a number of factors namely: sub-optimal regulatory frameworks for the mining sector, in particular for small and medium-scale enterprises (SMEs) undertaking</p>
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² UNDP analysis based on U.S. Geological Survey (2017). *Mineral commodity summaries 2017*: U.S. Geological Survey, p. 202.

³ See the Mid-Term Evaluation of the Programme (2018) and the Results Oriented Monitoring (2017)

⁴ **The Mosi-oa-Tunya Declaration** was adopted on 13 September 2018 at the International Conference on Artisanal and Small-scale Mining and Quarrying (ASM18) in Livingstone, Zambia. This declaration called on government and international private sector to ensure production and sourcing practices do not contribute to adverse human rights or conflict and its financing. It restates the potential of ASM to improve rural livelihoods, stimulate entrepreneurship in a socially-responsible manner and to promote local and integrated national development. Link: <http://developmentminerals.org/index.php/en/resource/studies-handbooks>

	<p>mining and quarrying activities of Development Minerals; weak enabling environment and inadequate capacity for value addition within both the domestic economy and the export market for critical supplies of Development Minerals; insufficient exploration and resource/ reserve definition and characterization of Development Minerals; poor engagement of the SMEs in the quarrying sector with the financial/credit institutions coupled with poor understanding of the sector by the financial institutions; and inadequate knowledge by the SMEs on how to make their businesses “bankable”. There is therefore urgent need to support ASMEs to formalize operations in order to facilitate gains towards Business Development Acceleration across the Development Minerals Value Chains in Uganda.</p> <p>The ACP-EU Development Minerals Programme is therefore supporting artisanal and small-scale mining enterprises (ASMEs) to formalize their activities in Uganda. This support is actioned through combined on-site training and extension services, including, assistance to form cooperatives or other collective organizations and to apply for licenses, bank accounts etc. The capacity development approach to Formalization and Business Development Acceleration adopted by the Programme is to encourage independence and innovation. This support is contextualized within Uganda’s efforts to implement an ASM Strategy whose objective as part of the efforts to position the extractives industries as an instrument for social and economic development.</p> <p>The ACP-EU Development Minerals programme in Uganda utilizes UNDP’s capacity development approach targeting individual level capacity building; institutional level capacity building; and the improvement of an enabling environment through sector and system-wide capacity building actions. The programme is an initiative of the African, Caribbean and Pacific (ACP) Group of States, financed by the European Union and the United Nations Development Programme (UNDP) and implemented by UNDP. Collaboration and engagement with the private sector is integral to the current Phase of the Programme.</p>	
	<p>SCOPE OF WORK AND DELIVERABLES</p> <p>Scope of work and methodology</p> <p>UNDP Uganda is therefore seeking the services of a qualified firm to develop a Strategy for Formalization and Business Development Acceleration for ASMEs in the Development Minerals sector in Uganda. The consultant is expected to comprehensively address the dynamics of COVID-19 impact on the Development Minerals sector in Uganda while delivering on this assignment.</p> <p>Component 1: Formalization Strategy of the ASM Development Minerals sector in Uganda</p> <p>In this phase of the assignment, the firm will be required to explore and provide detailed analysis of current dynamics surrounding formalization in the Development Minerals sector while focusing on the opportunities and bottlenecks towards addressing the same. More Specifically, the type of challenges, reach and nature of stakeholders involved, as well as mechanisms</p>	

to resolve/address these variables is of critical importance. A scan of capacities and an assessment of stakeholders should be included in this analysis. Consideration of Uganda's national and sub-national efforts to formalization of the mining sector should be made. The firm will identify existing formalisation mechanisms and status; as well as undertake a thorough diagnosis to single out the most prominent dynamics at play which could potentially inform stakeholder action in the intermediate and long-term. Through this process and considering the current sector legal framework, the firm will be required to analyse the technical and practical actions of formalizing the Development Minerals sector in Uganda. The detailed analyses and action framework will be critical outputs of this component of the assignment.

Component Two: Business Development Acceleration Strategy for the Development Minerals sector in Uganda

In reflection to the first component on formalization and the understanding that formalization is a key enabler for business growth in the Development Minerals sector, the firm will be required to present proposals in regard to how best the following Business Development Acceleration components can be harnessed in the Development Minerals sector in Uganda: i) Facilitation of access to finance, technologies, tools, markets and market information; ii) Provision of value chain support iii) Development of quarry management plans with goals for environmental management, health and safety, labour practices, etc.; and iv) Providing small grants for enhancing productivity of ASMEs and developing value chains. It is critical for this component to also explore the status of financing for the Development Minerals sector in Uganda with respect to challenges surrounding adequate, inclusive and innovative financing, and how this can be addressed within the context of accelerating access to business development services.

A five-year road map and action matrix should accompany the Strategy document so as to facilitate collective stakeholder action towards achieving positive formalization and business development acceleration outcomes for the Development Minerals sector in Uganda.

Objectives of the assignment

- I. Identify and select the most context-appropriate approach to ASM-Development Minerals formalization in Uganda
- II. Identify strategies that are most appropriate to facilitate Business Development Acceleration for ASMEs in the Development Minerals sector in Uganda through Enhancing business development (entrepreneurial skills, access to finance, technology, markets, and market information)
- III. Provide a detailed roadmap of action by stakeholders (Private Sector, Government Actors, Development Partners, CSOs, Academia, etc.) to implement suggested actions in the strategy. The roadmap should reflect a period of five years starting from October 2020.

The objectives will be achieved through critical analyses that identify the causal relationships between prevailing Development Minerals sector bottlenecks and proposed

solutions/strategies while benchmarking and complimenting current stakeholder efforts to address these bottlenecks.

Key Tasks

Under the direct supervision of the Team Leader – Inclusive Green Growth, and the overall technical supervision of the ACP-EU Development Minerals Programme Manager, the Consultant is required to utilize a participatory approach and process to ensure wide stakeholder consultation in the collection of both secondary and primary data. It is expected that data collected will be analyzed using a rigorous and transparent analysis framework, summarized and presented to the Uganda Country Working Group and at a stakeholder Validation meeting to aid in prioritization of strategic interventions and ensure sufficient inclusion of all stakeholder views.

The key tasks:

- a) Prepare an inception report detailing understanding of the terms of reference for the assignment; detailed methodology to be adopted to achieve the objectives of the assignment and the timelines for submission of the assignment deliverables;
- b) Identify and review relevant documents with specific attention to current formalization and Business Development Acceleration dynamics in the Development Minerals sector in Uganda. Analysis/presentation of capacity gaps categorised into i) Institutional framework and non-state actors' capacity gaps at national and sub-national levels; ii) gender gaps (women, youth and persons with disabilities; iii) barriers and opportunities for formalization and Business Development Acceleration; and iv) capacity needs and barriers within regulatory framework should be explored. The consultant will be expected to detail specific actions related to each area.

Key References: The Consultant is expected to make key reference to the report on the Baseline Assessment and Value Chain Analysis of the Development Minerals Sector in Uganda. This should be done at inception stage before commencing with any field work. Other documents to be considered are, but not limited to: The Uganda Vision 2040, National Development Plan III, The Uganda Mining Act, 2003, The Mining and Minerals Policy of Uganda (2018); and other related literature.

- c) Conduct consultations with key stakeholders. The strategy should incorporate nation-wide insights including Development Minerals

	<p>mining areas of Uganda. The final product – a Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda – should have a nationwide outlook and provide for unique regional contexts where appropriate.</p> <p>d) Undertake a stakeholder needs assessment to identify stakeholders' specific needs, key issues, priorities and actions pertinent to the Formalization and Business Development Acceleration of the artisanal and small-scale mining of Development Minerals within the existing regulatory framework and current practice provisions;</p> <p>e) Prepare a draft Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy; ii) Business Development Acceleration Strategy; and iii) 5-year roadmap to facilitate stakeholder action. This draft will undergo national stakeholder review and validation;</p> <p>f) Facilitate, in collaboration with UNDP, a stakeholder consultation meeting where findings will be presented for amendment and validation.</p> <p>g) Prepare a Final Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy; ii) Business Development Acceleration Strategy and iii) 5-year roadmap to facilitate stakeholder action; the final document will undergo review by the Uganda Country Working Group of the ACP-EU Development Minerals Programme for recommendation of adoption/approval. A validation meeting report detailing the key discussions and outcomes of the stakeholder validation workshop should be annexed to these documents. The validation meeting report should also include a summary/matrix of stakeholder recommendations and correspondent actions undertaken by the consultant during the review process before submission of the final strategy document.</p> <p>Expected Outputs and Deliverables The key deliverables of this assignment include:</p> <ol style="list-style-type: none"> 1. Inception report detailing approach and methodology to the task. the inception report should include an updated timeline for delivery of outputs reflective of contract signing date. 2. Draft Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised
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of sections on – i) Formalization Strategy; ii) Business Development Acceleration Strategy; and iii) 5-year roadmap to facilitate stakeholder action; this draft will undergo national stakeholder review and validation. A validation meeting report detailing the key discussions and outcomes of the stakeholder review meeting should be annexed to this document.

3. Final Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy; ii) Business Development Acceleration Strategy; and iii) 5-year roadmap to facilitate stakeholder action. The final document will undergo review by the Uganda Country Working Group and the ACP-EU Development Minerals Programme Team for recommendation of adoption/approval. A summary/matrix of stakeholder recommendations and correspondent actions undertaken within the final strategy document should be submitted by the consultant to facilitate this final review and approval of this final output.

The timeline for delivering the above outputs will be discussed and documented in contractual documents but will not exceed 35 non-consecutive working days spread over three calendar months.

WORKING ARRANGEMENTS

Institutional Arrangement

The consultant shall report to the UNDP Team Leader for Inclusive Green Growth, who will be responsible for ensuring the the overall technical quality of the deliverables, and compliance with the terms of the assignment. The required format for all the reports generated shall be agreed with the UNDP upon the inception of the 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, communication, consumables, living allowances, etc.) except logistical costs related to the one-day organization of the stakeholder review meeting.

Duration of the Work

The assignment is expected to take a period of 35 working days in accordance with the scope of work and indicative period for submission of deliverables as indicated in the table below.

Deliverables/ Outputs	Estimated Duration to Complete	Review and Approvals Required (Indicate designation)

			of person who will review output and confirm acceptance)
Final Approved Inception report detailing approach and methodology to the task	5 workdays	Team Leader, Inclusive Green Growth Programme	
Draft Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy and ii) Business Development Acceleration Strategy; and iii) 5-year roadmap to facilitate stakeholder action; this draft will undergo national stakeholder review and validation. A workshop report should accompany this request for payment.	20 workdays	Team Leader, Inclusive Green Growth Programme	
Final Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy and ii) Business Development Acceleration and iii) 5-year roadmap to facilitate stakeholder action;	10 workdays	Team Leader, Inclusive Green Growth Programme ACP-EU Development Minerals Programme Team	
<p>Working Arrangements</p> <p>Technical meetings (in-person, telephone and online) will be arranged at critical stages of this assignment to allow the Programme Team to provide technical review and guidance.</p> <p>Duration of Work</p> <p>The expected duration for the assignment is 35 working days from date of approval and acceptance of contract by both parties. The assignment will be in accordance with the scope of work and indicative period for submission of deliverables above.</p> <p>Duty Station</p> <p>The consultant’s duty station shall be Kampala with travel expected to proposed Development Minerals mining areas where need be. The consultant is advised to utilize partnerships and extensive stakeholder mapping/engagement where travel may not be feasible.</p>			
<p>REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS</p>			

	<p><u>Task and Formalization Lead:</u> The Task and Formalization Lead of the firm MUST have the following Qualifications, experience and Competencies</p> <p><u>Academic Qualifications:</u></p> <ul style="list-style-type: none"> • A Master's degree or higher in Natural Resources Management, Mining, Economics, development studies or relevant disciplines. <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • At least five (5) years of relevant work experience related to natural resource management, mining and sustainable development with a strong background in small-scale mining; • Demonstrated experience conducting conflict analyses in the extractives sector in a development context; • Strong experience working on formalization of artisanal and small-scale mining operations • Demonstrated experience in one or more of the following commodity subsectors an advantage: construction materials; dimension stones; industrial minerals and semi-precious stones; • Familiarity with international standards as well as industry best practice in the mining sector, including the establishment of grievance handling mechanisms as well as mining governance. <p><u>Competencies:</u></p> <p>Corporate competencies</p> <ul style="list-style-type: none"> • Commitment to UNDP's mission, vision and values; • Sensitivity to cultural, gender, religion, race, nationality and age differences. • Demonstrates integrity by modeling the UN's values and ethical standards; • Promotes the vision, mission, and strategic goals of UNDP; • Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; • Treats all people fairly without favoritism. <p>Functional Competencies:</p> <ul style="list-style-type: none"> • Advanced skills in Microsoft Office with strong analytical and presentation skills; • Ability to execute multi-stakeholder engagements; • Produce high quality analytical outputs and in a timely manner; • Strong organizational skills; • Ability to work independently, flexibly and under pressure utilizing initiative; • Sound judgment, strategic thinking and the ability to manage competing priorities; • Flexibility in responding to changing priorities in a fast-paced environment; • Strong analytical, research and writing skills and demonstrated ability to think strategically; • Strong inter-personal, communications, negotiation and liaison skills; <p>Excellent written and spoken communication skills in English. Working knowledge of the local languages an advantage.</p> <p><u>Language requirements</u></p>
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- Fluency in written and spoken English.

Intellectual Property:

The title rights, copyrights and all other rights whatsoever nature in any material produced under the provisions of this ToR will be vested exclusively in UNDP. All information pertaining to this project as well as outputs produced under this contract shall remain the property of the UNDP who shall have exclusive rights over their use. Except for purposes of this assignment, the products shall not be disclosed to the public nor used in whatever format without written permission of UNDP in line with the national and International Copyright Laws applicable.

PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

A lump sum payment, in three tranches, shall be made upon successful completion and certification of work done as indicated in this Terms of Reference.

Payment Releases	Percentage	Timing (after contracting)
Final Approved Inception Report	30%	Upon submission of the inception report - Within 10 (ten) days of contract signing
Draft Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy and ii) Business Development Acceleration Strategy and iii) 5-year roadmap to facilitate stakeholder action; and including facilitation and reporting on the stakeholder validation meeting	40%	Upon successful validation of the draft report at a national validation meeting - Within ten (10) workdays after validation meeting
Submission of Final Formalization and Business Development Acceleration Strategy for the Development Minerals sector in Uganda comprised of – i) Formalization Strategy and ii) Business Development Acceleration Strategy; and iii)	30%	Upon submission the final Report - Within ten (10) workdays after the stakeholder validation meeting and approval of final output.

	5-year roadmap to facilitate stakeholder action; including action matrix from validation exercise		
	<p>Evaluation Method and Criteria</p>		
	Recruitment Qualifications		
	<p>Task Manager & Lead - Formalization:</p>	<p>Education Advanced degree in international development, natural resource management, economics, geology, mining engineering, international trade, business administration, and/or another relevant field;</p> <p>Experience:</p> <ul style="list-style-type: none"> • Minimum 3 years of experience in supervising teams in similar assignments • Minimum 10 years of relevant experience in issues related to small-scale mining (minimum 5 years), and one of either: business development services, financial service provision, environment, health and safety, socio-economic assessment, law and policy, market analysis, value chain analysis (minimum 5 years) • Extensive experience conducting research (quantitative/ qualitative) and writing research reports • Sound knowledge and understanding of the development context in Uganda, specifically with regard to small scale mining and quarrying • Demonstrated experience undertaking research field work or professional work in the mining sector • Previous work for similar development projects/programs/studies of UNDP • Excellent writing and communication skills in English 	
	<p>Business Development Acceleration Component Lead</p>	<ul style="list-style-type: none"> • Education: Master's degree or higher in international development, Economics, Enterprise development, Business Management or, in relevant disciplines • Experience: <ul style="list-style-type: none"> - Members should have minimum 3 years of experience of field work in baseline/impact assessment or similar studies - Minimum of 8 years of relevant professional experience in capacity building related to enterprise skills, market 	

		<p>analysis and investment promotion.</p> <ul style="list-style-type: none"> - Demonstrated experience in the mining industry with working experience in Uganda and/or Africa - Sound knowledge and understanding of the business end and development context in Uganda, specifically about small scale mining and quarrying - Demonstrated experience on enterprise development and management, investment promotion and marketing analysis issues as they apply to small scale mining (including the gender dimensions) - Demonstrated ability to understand and provide critical analysis in one of the five components of the study
	Team member: Minerals	<ul style="list-style-type: none"> • Education <ul style="list-style-type: none"> - MSc. in minerals science with focus on Development Minerals • Experience <ul style="list-style-type: none"> - Demonstrated experience of one or more of the following commodity subsectors an advantage: construction materials; dimension stones; industrial minerals and semi-precious stones - Familiarity with international standards on products quality, enterprise development, and financing, considered an asset.
	Team member: Mineral beneficiation specialists	<ul style="list-style-type: none"> • Education: Graduate degree in mineral processing with focus on Development Minerals such as Clay, marble; sand and aggregate etc. • Experience: 5 years in mineral processing and beneficiation support activities to sector stakeholders in Uganda Demonstrated hands on experience in the processing and value addition of the following commodities and products: (to be selected from the priority minerals highlighted in the Baseline Study i.e. Limestone; High Grade Limestone; Clay, Sand & Gravels; skid-resistant stone; Dimension Stone; Paving Stones, and Semi-Precious Stones) Any experience in the beneficiation of other Development Minerals is considered a plus.
	Language Requirements	<ul style="list-style-type: none"> • Fluency in English required. Working knowledge of local languages in Uganda and/or demonstration of training team expertise in respective local languages.
	<p>Cumulative analysis</p> <p>Individual consultants will be evaluated based on the cumulative analysis methodology (weighted scoring method), where the award of the contract will be made to the individual consultant whose offer has been evaluated and determined as:</p> <ul style="list-style-type: none"> • Responsive/compliant/acceptable; and • Having received the highest score out of a pre-determined set of technical and financial criteria specific to the solicitation. 	

Technical Criteria weight: [70%]
Financial Criteria weight: [30%]

Only proposals obtaining a minimum of 70% on the Technical evaluation would be considered for the Financial Evaluation.

Technical Criteria – Maximum 70 points

Technical Criteria	Weight (%)
Firms' Candidate holds a Master's degree or higher in Natural Resources Management, Mining, Economics, development studies or relevant disciplines.	20
Firms' Candidate has a minimum of 5 years of relevant work experience related to natural resource management, mining and sustainable development with a strong background in business	20
Firms' Candidate has strong experience and expertise conducting conflict analyses in the extractives sector in a development context	25
Firms' Candidate has experience working on conflict dimensions of small-scale mining	15
Firms' Candidate has demonstrated experience in one or more of the following commodity subsectors: construction materials; dimension stones; industrial minerals and semi-precious stones	5
Firms' Candidate has familiarity with international standards as well as industry best practice on conflict and the mining sector including the establishment of grievance handling mechanisms; and mining governance.	10
English language proficiency	5
Total	100

Financial Criteria - 30% of total evaluation

The following formula will be used to evaluate financial proposal:

$p = y (\mu/z)$, where

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

UNDP is applying fair and transparent selection process that would consider both the technical qualification of Individual Consultants as well as their price proposals. The contract will be awarded to the candidate obtaining the highest combined technical and financial scores.

UNDP retains the right to declare the tender unsuccessful should no applicant meet the minimum requirements. It also retains the right to contact references directly.

Payments will be made only upon confirmation of UNDP on delivering on the contract obligations in a satisfactory manner.

Consultant Team Members are responsible for ensuring they have vaccinations/inoculations when travelling to certain countries, as designated by the UN Medical Director. Consultants are also required to comply with the UN security directives set forth under dss.un.org

Due to large number of applications we receive, we are able to inform only the successful candidates about the outcome or status of the selection process.

Documents to be included when submitting the proposals

Interested individual consultants must submit the following documents/information to demonstrate their qualifications in one single PDF document:

- Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP (Annex II).
- A copy of relevant reports related to the thematic areas of the assignment
- Personal CV or P11, indicating all experience from similar projects, as well as the contact details (email and telephone number) of the Candidate and at least three (3) professional references.
- Technical proposal:
 - Brief description of why the individuals proposed/Team Leads are the most suitable for the assignment
 - A methodology, on how they will approach and complete the assignment
- Financial proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided (Annex II). Applicants are instructed to submit their financial proposals in Uganda Shillings for this consultancy here. The proposals should be sent via email with the following subject heading: **“Financial Proposal for Firm – Development Minerals, Uganda/Formalization and Business Development Accelerations” latest by August 13,2020.** Proposals received after the deadline will be rejected. In order to assist the requesting unit in the comparison of financial proposals, the financial proposal should be all-inclusive and include a breakdown. The term ‘all-inclusive’ implies that all costs (professional fees, travel related expenses, communications, utilities, consumables, insurance, etc.) - except logistical costs related to organizing the validation workshop - that could possibly be incurred by the Contractor are already factored into the financial proposal.

	<p>Proposed Team Members must submit the following documents/information to demonstrate their qualifications in <u>one single PDF document</u>:</p> <ol style="list-style-type: none"> 1) Duly accomplished Letter of Confirmation of Interest and Availability using the template provided by UNDP (Annex II). 2) Personal CV or P11, indicating all experience from similar projects, as well as the contact details (email and, telephone number) of the Team Leads and at least three (3) professional references. 3) Technical proposal: <ol style="list-style-type: none"> a. Brief description of why the individuals proposed are the most suitable for the assignment b. A methodology, on how they will approach and complete the assignment. <i>[If applicable. A methodology is recommended for intellectual services, but may be omitted for support services]</i> 4) Financial proposal that indicates the all-inclusive fixed total contract price, supported by a breakdown of costs, as per template provided (Annex II) <p>ANNEXES (to be downloaded from UNDP Uganda Website, procurement notices section: www.undp.or.ug):</p> <ul style="list-style-type: none"> • ANNEX I- Individual Contractor General Terms and Conditions • ANNEX II –Offers’ Letter to UNDP Confirming Interest and Availability for the Individual Contractor Assignment <p>This TOR is approved by: <i>[indicate name of Approving Manager, only for internal purposes.]</i></p> <p>Signature _____</p> <p>Name and Designation _____</p> <p>Date of Signing _____</p>
Implementing Partner of UNDP	UNDP
Brief Description of	Reference to Concept Note attached

the Required Services ⁵																				
List and Description of Expected Outputs to be Delivered	Reference to Concept Note attached																			
Person to Supervise the Work/Performance of the Service Provider	<i>[Project Manager – Mineral Development, Project Focal Persons – UNDP]</i>																			
Frequency of Reporting	<i>Weekly</i>																			
Progress Reporting Requirements	YES																			
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location																			
Expected duration of work	35 Working days																			
Target start date	1 st October 2020																			
Latest completion date	31 st December 2020																			
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s												
Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s																	
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>																			
Facilities to be Provided by UNDP (i.e.,	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others Small Grants																			

⁵ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

must be excluded from Price Proposal)	<ul style="list-style-type: none"> • Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; • Valid certificate of Incorporation as a company in Uganda • Valid Tax Clearance Certificate issued by URA; • Valid and Certified Tax Registration Certificate (indicating TIN and VAT number) • Articles and Memorandum of Association; • Full physical, postal, telephone and email address. <p>Corporate Profile</p>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
Value Added Tax on Price Proposal ⁶	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted

⁶ VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Payment Terms ⁷	Outputs	Percentage	Timing	Condition for Payment Release	
				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.	
Person(s) to review/inspect / approve outputs/compl eted services and authorize the disbursement of payment	[pls. indicate designations, not names]				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁸ <input type="checkbox"/> Other Type of Contract				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <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 criterion 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	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm's Candidate 65%				

⁷ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁸ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input type="checkbox"/> Management Structure and Qualification of Key Personnel 5% <u>Financial Proposal (30%)</u> 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 <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP ⁹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹⁰ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ¹¹ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ¹²	[Name] [Designation] [Fax/Email]. 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.
Other Information [pls. specify]	

⁹ Where the information is available in the web, a URL for the information may simply be provided.

¹⁰ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

¹¹ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

¹² This 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁴)

[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, contract 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.

¹³ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

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