

CALL FOR PROPOSAL (RFP)

To: NGOs WORKING IN KARAMOJA REGION	DATE: 20 th April 2021
	REFERENCE: Call for Proposals (CFPs) from NGOs to undertake management of Grants to Community Based Organizations (CBOs) in the Karamoja Region.

Dear Sir / Madam:

We kindly request you to submit a Technical and Financial proposal for Management of Low Value Grants to CBOs operating within the project area of the Fostering Sustainability and Resilience for Food Security in the Karamoja Region.

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

Proposals may be submitted by e-mail on or before **Friday, 7th May 2021 at 5.00 pm** to the below address:

Tenders.Kampala@undp.org

Attn: Registry Office

Technical and Financial proposals **MUST NOT BE submitted together as one document. They should be separate document**, marked "Technical" and "Financial" Proposal for management of FSURE Grantees". Each envelope MUST clearly indicate the name of the Proposer, address and CLUSTER for which the application applies.

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

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

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

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

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms did not award 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: UNDP website or <http://www.undp.org/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Head of Procurement

Date: _____

Annex 1

Description of Requirements

Context of the Requirement	Proposals are request in the context of the project “Fostering sustainability and resilience for food security in the karamoja region”.
Implementing Partner	Ministry of Agriculture, Animal Industry and Fisheries.
Responsible Parties for UNDP	Ministry of Water and Environment, Ministry of Trade, Industry and Cooperatives, Ministry of Energy and Mineral Development, Ministry of lands and 6 district local Governments
Brief Description of the Required Services	Extension of Low Value Grants to CBOs, provide technical capacity building support (i.e. training, monitoring implementation and reporting) to those CBOs (Grantees) and their target community groups under the Project in ToRs – Annex 2
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Low Value grants delivered to at least 15CBOs/NGOs in the project area. 2. Capacity of grantees built to deliver on reduction of land degradation in their areas and to sustainably improve food security at household level (<i>specific targets to be agreed on</i>). 3. Regular quarterly reports about disbursements and delivery of agreed project results. 4. Capacity of grantees built to manage the grant (procure, implement and tell their stories)
Person (s)to Supervise the Work/Performance of the Service Provider	UNDP (Team Leader for Climate Change and Disaster Resilience) on behalf of UNDP Resident Representative.
Frequency of Reporting	Quarterly and regularly in accordance to deliverables timeframes
Progress Reporting Requirements	Electronic copies highlighting progress in accordance to UNDP reporting format
Location of work	Karamoja Region of Uganda CLUSTER 1: Karenga, Kotido, Kaabong Districts CLUSTER 2: Nakapiripirit, Nabilatuk, Moroto Districts.
Expected duration of work	20months
Target start date	May 2021.
Latest completion date	20 months from signing of contract (30 th December 2022)
Travels Expected	Presence expected in the districts as necessary to achieve the deliverables requested in this RFP.
Special Security Requirements	N/A
Facilities to be Provided by UNDP	<input checked="" type="checkbox"/> Access to previous progress reports, project documents, and other information relevant to assignment All costs needed to achieve the deliverables set forth in this RFP are to be included in the financial proposals from the offerors (transport, professional fees, software, hardware, communication, consumables ,etc)
Organisation Profile	<input checked="" type="checkbox"/> Required. SUMMARY to be included in the technical proposal.

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal.
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required. Technical proposals must identify who in the organization would be taking the role of Team Leader and specify the roles of the different staff proposed.
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (UGX)
Value Added Tax on Price Proposal	<input checked="" 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 checked="" type="checkbox"/> 90 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	One (1) disbursement of USD 300,000 to cater for the following: 1. Grants to the CBOs= USD 260,000. 2. Grant Management costs= USD 40,000.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical reports will be submitted to Program Officer UNDP
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Score made against set criteria that will include both technical financial indicators of the 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	Technical Proposal (70%) <ul style="list-style-type: none"> • Expertise of the Firm (30 points) • Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 point) • Management Structure and Qualification of Key Personnel (30 points) Financial Proposal (30%) <ul style="list-style-type: none"> • Proposals of what shall be used included in the management costs • Distribution of the resources allocated for grant management
UNDP will award the	<input checked="" type="checkbox"/> One or more Service Providers (for each sub region of Karamoja), depending

contract to:	<p>on the following factors:</p> <ul style="list-style-type: none"> • Establishment in karamoja sub region • Experience working with grassroot communities. • Experience in executing small grants will be added advantage. • Experience promoting and monitoring food security and livelihoods will be an added advantage
Annexes to this RFP	<ul style="list-style-type: none"> • Detailed TOR (Annex 2) • Form for Submission of Proposal (Annex 3) • General Terms and Conditions / Special Conditions (Annex 4)
Contact Person for Inquiries (Written inquiries only) ¹	<p><i>Procurement Staff</i> <i>Email and cc:</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>The Financial and Technical Proposals MUST BE separate and clearly marked "TECHNICAL" and "FINANCIAL" PROPOSAL TO MANAGE LOW VALUE GRANTS FOR FSURE IN KARAMOJA" Each application MUST clearly indicate the name of the Proposer, address and the CLUSTER for which you are applying. ONLY SOFT COPIES sent to Tenders.Kampala@undp.org shall be accepted.</p>

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

Annex 2



Terms of References

Project: **Fostering Sustainability and Resilience for Food Security in the Karamoja Region.**

Location: Six (6) districts including Nakapiripirit, Nabilatuk, Kaabong, Karenga, Moroto, and Kotido.

Starting date: Upon signature of Contract

Expected Duration of Assignment: 20 months

A. *Background*

Government of Uganda through the Ministry of Agriculture Animal Industry and Fisheries (MAAIF), is implementing a GEF-funded 5-year project entitled "Fostering Sustainability and Resilience for food Security in the Karamoja Region", with technical and financial support from the United Nations Development Programme (UNDP) and United Nations Food and Agriculture Organization (FAO). Overall, the project intends to enhance resilience of communities and ecosystems to climate change and improve food security through addressing environmental drivers of food insecurity.

This project seeks to respond to chronic food insecurity in the Karamoja region, which is a result of combined pressures, including environmental degradation and climate change. The vast majority of people in Karamoja are facing food shortages, either year-long or seasonal, and the region has been exposed to increasing droughts. The project will seek to achieve its objective through three outcomes. Outcome 1 focuses on strengthening the enabling policy and institutional frameworks through the creation of multi-stakeholder platforms that will enable better planning, including local landscape-based planning. Outcome 2 will channel investments into the food production systems and value chains using a Farmer Field School approach adapted to the realities of the agro-pastoral societies of Karamoja. The project will increase production through climate resilient production techniques, and support efforts to diversify production to increase income and reduce vulnerability to food insecurity. A strong emphasis will be placed on rehabilitating ecosystem services through restoration, agro-forestry, natural regeneration, and sound pasture management. The project will also target specific activities towards women and youth, who are among the most vulnerable, to ensure equality of participation and remove underlying vulnerabilities. Finally, Outcome 3 will support the development and implementation of a monitoring and assessment framework for global environmental benefits, and socio-economic benefits.

This assignment intends to contribute to delivery of the project OUTCOME 2: Increased land area under integrated natural resources management (INRM) and SLM practices for a more productive Karamoja landscape. this outcome has 4 targeted outputs *Output 2.1: Institutional technical capacities are strengthened to implement INRM/SLM; Output 2.2: Increase in the number of community members trained in INRM / SLM techniques; Output 2.3: Community groups are benefiting from income-generating activities (IGAs) introduced by the project; Output 2.4 Community level small grant projects in the Karamoja region that enhance ecosystem services, sustainable land management, innovate alternative livelihood options, are implemented. Of particular interest to this assignment is to enhance delivery of output 2.4; seeking to deliver small grant projects focusing on a set of agreed themes including: restoration of ecosystem services, forest cover and biodiversity, water harvesting and conservation, implementation of erosion control techniques, innovative sustainable livelihoods and livelihoods approaches, post-harvest management, business skills development, with particular attention to gender-based strategies.*

However, it is clear that while focusing on themes mentioned above, the small grants may also contribute to delivery of outputs 2.2 and 2.3, but also generate data and information/lessons that may inform output 2.1.

B. Objective of the assignment

The main objective of this assignment is to deliver small grant projects focusing on restoration of ecosystem services, forest cover and biodiversity, water harvesting and conservation, implementation of erosion control techniques, innovative sustainable livelihoods and livelihoods approaches, post-harvest management, business skills development, with particular attention to gender-based strategies.

C. Scope of Services, Expected Outputs and Target Completion

The assignment will focus on:

1. Delivering small grants to eligible CBOs and NGOs in the FSURE project areas
2. Promoting Climate-resilient agricultural practices based on communities' needs, including climate smart agriculture, conservation agriculture, and crop/animal diversification (e.g. planting drought tolerant crops, early maturing crops, adopting multiple cropping techniques to spread risks, developing agricultural cooperatives to further strengthen organization of farmers and access to a range of necessary rural facilities, including those relating to input and output marketing, and financial services.
3. Promoting livelihood opportunities which do not further degrade land and water ecosystems, such as eco-tourism, aquaculture, and dairy products.
4. Enhancing project gender results through evaluating the multiple returns of reduced gender inequalities/inequity/imbances in different community engagements focusing on food production.

Expected long term results

Overall, this project seeks to respond to chronic food insecurity in the Karamoja region, which is a result of combined pressures, including environmental degradation and climate change. So in the long run, project activities shall aim at achieving the following:

- Community resilience to climate change built across the Karamoja region

- Extent of Food insecurity is reduced significantly in the region
- Community contribution to land degradation reduced significantly in the region

Expected short term results.

In the short and medium run to which this component of the project is expected to contribute, the project shall aim at achieving the following:

1. Increased quantities of crop and animal products by season in the communities
2. Increased incomes at household level
3. Increased land productivity
4. Increased use of climate smart agricultural practices in the region
5. Reduced Postharvest losses in all major food crops, and improved food storage technologies
6. Diversified livelihoods options for the communities
7. Enhanced gender relations and reduced inequalities exhibiting positive outcomes on livelihoods improvement.
8. Increased tree crop cover in the region (for both timber and fuel wood)
9. Increased use of natural resources protection practices e.g use of wood saving stoves, water efficient practices, controlled soil erosion and other innovative technologies appropriate to the region.
10. Improved value addition for non-traditional cash crops like honey, ghee, shea butter and others in that category
11. Increased biodiversity (natural vegetation- (grasses, shrubs), indigenous fruits, trees, vegetables)

Specifically, the successful organization is expected to deliver the following services:-

1. Identify and deliver grants to eligible CBOs/NGOs
2. Monitor grantees’ activities
3. Report deliverables generated by the Grantees regularly to UNDP.
4. Deliver accountability to UNDP at agreed schedules.

D. Expected Outputs

Deliverables/Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals required
Inception report	5 days	TBD	UNDP
Report on grants delivered (at least 15 CBOs/NGOs to receive grants of at least USD 18-20,000) each	6 months after receipt of funds	TBD	UNDP
Reports of grantees outputs	4 months after disbursement of grants and every 4 months thereafter	TBD	UNDP
Accountability for funds received	Every 6months	TBD	UNDP
Final project report	After 20months	TBD	UNDP

The intended outputs outlined above will contribute to adoption of CSA practices, improved resilience to climate change and increase in community incomes through linking up the grantees' groups to appropriate enterprise development platforms, linking them to markets for their products and promotion of value addition. This in turn will overall contribute to sustainable livelihoods (incl. food security) and economic recovery of the targeted communities in the region.

E. Institutional Arrangement

- a) The successful organization will be directly supervised by UNDP Team Leader ECDR and overall reporting to UNDP Resident Representative.
- b) The successful organization will at field level work closely with the Project Management Unit for the day to day oversight and reporting;
- c) The successful organization will report quarterly to UNDP using standard UNDP templates for both financial and substantive reporting; In some cases as may be required, more frequent reports and briefs shall be provided by the organization;
- d) The successful organization is expected to liaise/interact/collaborate/meet with key other project stakeholders in the course of performing the work. These will include but not limited to, MAAIF, FAO, Busitema University, MWE, and the Project Board. The successful organization will also interact as may be required with other responsible parties implementing related interventions of the FSURE Project.
- e) The extent of participation of these collaborative entities during implementation will be solely for ensuring effective delivery of intended services and avoidance of duplication of efforts. The overall management of contract will be handled by UNDP;
- f) The project will not provide any facility, support personnel, support service, or logistics to the successful organization during implementation. It's expected that the successful organization will use its personnel, services and logistics to deliver on the required services.

F. Duration of the Work

The intervention will be implemented in a period of 1.5years commencing immediately upon signature of contract. The successful organization is expected to adhere to the specified dates as this will feed into the local plans development exercise in line with the UNDP budgeting schedule.

G. Location of Work

Services shall be delivered to selected districts of Karamoja Region of Uganda. The service provider will be required to be present in the districts during the implementation of activities.

H. Qualifications of the Successful Service Provider

The following are the required qualifications of the prospective organization:

- a) Must be legally registered and authorized to operate in Uganda;
- b) Established with operations in the selected districts of Karamoja Region;

- c) At least 5 years' experience in delivering similar assignments in similar ecological regions
- d) Entity has vast experience providing conservation, livelihoods and enterprise development services to rural communities including having provided such services
- e) Ability of the contracted organization to create capacity support synergies within the sub region is an advantage;
- f) A team of technical experts and support staff that can be dedicated by the organization to the implementation of the required intervention: the Technical experts (at least 3), one of them will be the team leader and they shall include:
 - Team leader: Minimum of Master's Degree in Natural Resources Management, Agriculture, Forestry, Agricultural Economics, Business Administration and Management, or related field; with at least 5 years of work experience in field livelihoods and enterprise development.
 - Gender Officer: Minimum of Bachelor's Degree in Gender/Development studies, with possession of special skills in delivering continuous professional support to youth, women, men and vulnerable groups; and women empowerment for food security
 - Finance officer: Minimum of a Bachelor's Degree or equivalent in Finance management, or related field; with at least two years working experience in supporting assignment of similar nature and magnitude.
 - Support staff (At least 2); with Community development skills and at least two years working experience in supporting assignment of similar nature and magnitude.

I. Scope of Proposal Price and Schedule of Payments

- a) The contract price will be a fixed output-based price regardless of extension of duration;
- b) The potential contractor should submit an all-inclusive bid with detailed costing for professional fees, operational costs, support personnel to be deployed, travel costs anticipated etc; (taking into consideration that grant management costs should not exceed 20% of total grant allocation).
- c) Disbursement will be made by UNDP upon agreement on the milestones identified and in accordance with an approved work plan and budget.

J. Recommended Presentation of Proposal

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

Annex 3.1

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL²

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

[insert: *Location*].

[insert: *Date*]

To:

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Organization Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest 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) Written Self-Declaration that the Organization is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

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

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

The Service Provider must provide:

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

Annex 3.2

FORM FOR SUBMITTING SERVICE PROVIDER’S FINANCIAL PROPOSAL⁴

(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

To:

Dear Sir/Madam:

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price Sum, <i>(Lump All Inclusive)</i>
1		35%	
2			
3		25%	
4		40%	
5			
	Total	100%	

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

E. Cost Breakdown by Cost Component (This total must equal tables D above) (is example)

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
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⁴*This serves as a guide to the Service Provider in preparing the Proposal.*

⁵*Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

I. Personnel Services				
Team Leader				
Technical Expert				
Support staff 1				
Support staff 2				
Support staff 3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
3. Reproduction				
4. Equipment Lease				
5. Others				
III. Other Related Costs				

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

Annex 4

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform

effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** 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.