



REQUEST FOR PROPOSALS (RFP)

To: Qualified Firms and CSOs	DATE: 8 th June 2021
	REFERENCE: UNDP/UGA/RFP/2021/003

Dear Sir / Madam:

We kindly request you to submit a proposal to **conduct on-site training and sensitization on mine and quarry management, formalization and enterprise development** of Artisanal and Small-scale Mining Enterprises (ASMEs) and communities in the Development Minerals Sector

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

Proposals may be submitted by **email** on or before **Friday June 25 ,2021 at 5.00 pm** to the below address:

Email: tenders.kampala@undp.org

Technical and Financial proposals **MUST BE Submitted as two different files and must be password protected.**

Each submission MUST clearly indicate the RFP Reference number i.e. **"UNDP/UGA/RFP/2021/003"** clearly indicating the name of the Proposer.

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

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

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

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

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

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

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

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

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

UNDP encourages the 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,



Rose Plang
Procurement Specialist

Annex 1

Description of Requirements

Context of the Requirement	<p>Development Minerals are minerals and materials that are mined, processed, manufactured, and used domestically in industries such as construction, manufacturing, infrastructure, and agriculture. They include industrial minerals, like limestone and salt; construction materials, like clay, sand, and gravel; dimension stones, like marble and granite; and semi-precious stones, like garnet and tourmaline. Development Minerals are critical inputs for a wide range of sectors. From food plates to toothpaste and tiles to paints and agricultural inputs, adding value to Development Minerals is critical to reducing the heavy reliance on massive imports and to developing new industries and skills that would profoundly contribute to their structural and economic transformation. 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 global mineral production. The demand for Development Minerals is driven by rapid urbanization, infrastructure development, industrialization and post-disaster reconstruction.</p> <p>Uganda's Development Minerals sector contributes approximately 350 Million in USD in production value annually; and directly employs 390,000 Ugandans with 44% of those being women. Furthermore, if Development Minerals production was computed in national statistics, Uganda's GDP would improve by 1.4%. Over 2.7 million Ugandans directly or indirectly benefit from the Development Minerals sector. There are exponential benefits from optimizing Development Minerals Value Chains such as business development, livelihood strengthening, and other socio-economic gains to a larger number of sector SMEs and their communities. However, Uganda, like most countries in ACP countries, is yet to optimize benefits from these minerals and materials even though they present an opportunity for addressing the unemployment challenge through alternative livelihoods and can facilitate import substitution through enhanced local value addition. Despite their transformative potential, ASM of Development Minerals sector is still limited by: i) gender inequalities that compound the income disparities observed in the sector; ii) limited value addition, innovation and meaningful employment due to limited financing, tools and market interaction among sector operators; iii) limited technical oversight due to the informal nature of most ASM activities; iv) harmful, wasteful and unsustainable mining practices that exacerbate negative environmental, safety, health and conflict outcomes; and v) limited and inadequate availability of tailor-made financing products that take into the peculiarities of Development Minerals value chains partly due to highly informal ASME operations as well as limited skills in enterprise management among sector stakeholders . UNDP is therefore recruiting a competent firm or CSO to deliver tailor-made services to address these challenges. Please see detailed TORs in Annex-2.</p>
Implementing Partner	UNDP

Responsible Parties for UNDP	N/A
Brief Description of the Required Services	Request for Proposals (RFPs) to conduct on-site training and sensitization on mine and quarry management, enterprise management, gender inclusion, value addition and marketing targeting Artisanal and Small-scale Mining Enterprises (ASMEs) and communities in the Development Minerals Sector in Uganda; Detailed Terms of Reference – Annex 2
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Inception report with relevant training materials 2. Quarterly Progress Reports 3. Final report
Person (s) to Supervise the Work/Performance of the Service Provider	UNDP (Team Leader for Inclusive Green Growth)
Frequency of Reporting	Quarterly and regularly in accordance to deliverables timeframes
Progress Reporting Requirements	Electronic copies highlighting progress in accordance to UNDP reporting format and requirements
Location of work	Country-wide – minimum 20 host districts for mining activities especially for Development Minerals
Expected duration of work	12 months
Target start date	15 July 2021
Latest completion date	14 July 2022
Travels Expected	To the target 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"/> Others Access to 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 applicant/bidding entity (transport, professional fees, software, hardware, communication, consumables, etc.)
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 (<i>Counting for the last day of</i>)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The

<i>submission of quotes)</i>	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	Outputs	Percentage	Timing	Condition for Payment Release
	Inception Report with relevant training materials	10%	10 consecutive days after contract signing	Submission of acceptable project inception report
	Quarterly Progress Report 1	20%	Last week of first Quarter	
	Quarterly Progress Report 2	20%	Last week of second Quarter	Submission of Quarterly Progress Report
	Quarterly Progress Report 3	20%	Last week of third Quarter	
	Quarterly Progress Report 4	20%	Last week of fourth Quarter	Submission of Final Report
	Final project report	10%		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical reports will be submitted to UNDP (Team Leader for Inclusive Green Growth)			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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	<p><u>Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> • Expertise of the Firm (CSO)(30 points) • Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40 points) • Management Structure and Qualification of Key Personnel (30 points) <p><u>Financial Proposal (30%)</u></p>			

	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 (1) Firm or CSO, depending on the following factors: <ul style="list-style-type: none"> • Expertise and experience in executing similar projects • Methodology proposed • Management structure and qualification of key personnel • Financial proposal responsiveness to available budget
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)	<p>Procurement Staff Email: ug.procurement@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information	<p>The Financial Proposal and the Technical Proposal MUST BE SUBMITTED AS TWO SEPARATE FILES and each of them must be password protected individually and clearly marked as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each submission MUST clearly indicate the name of the Proposer. The email subject shall bear the RFP Reference no. and shall include the Proposer's name. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p>



TERMS OF REFERENCE

Firm or CSO to conduct on-site training and sensitization of Artisanal and Small-scale Mining Enterprises (ASMEs) and communities in the Development Minerals Sector

Project: ACP-EU Development Minerals Programme _ Uganda

Location: Districts hosting Development Minerals activities in Uganda – activities to cover districts in Eastern & North Eastern (Jinja, Tororo, Bukedea, Soroti, Moroto, Amudat), Central (Wakiso, Kampala, Masaka, Mubende, Mukono, Luwero), Greater Northern (Lira, Arua, Kitgum, Gulu, Alebtong, Dokolo) Western (Kasese, Fortportal, Ibanda, Mbarara, Bushenyi, Rubirizi and Rwampara)

Starting date: June 15, 2021 or Upon Contract Signing

Expected Duration of Assignment: 12 months

A. Introduction and Situational Analysis

Development Minerals are minerals and materials that are mined, processed, manufactured, and utilized domestically in industries such as construction, manufacturing, infrastructure, and agriculture. They include industrial minerals, such as limestone and salt; construction materials, such as clay, sand, and gravel; dimension stones, such as marble and granite; and semi-precious stones, such as garnet and tourmaline. Development Minerals are critical inputs for a wide range of sectors. From food plates to toothpaste and tiles, to paints and agricultural inputs, adding value to Development Minerals is critical to reducing the heavy reliance on massive imports and to developing new industries and skills that would profoundly contribute to their structural and economic transformation. Reliance on imports of many Development Minerals and their products constituted 3.2% of Uganda's trade deficit of -2.56 billion USD in 2016. The scale of the sector is enormous. Eight of the top ten produced mineral commodities in the world are Development Minerals, which constitute 84% of global mineral production. The demand for Development Minerals is driven by rapid urbanization, infrastructure development, industrialization, and post-disaster reconstruction.

[According to the Baseline Assessment and Value Chain Analysis of Development Minerals in Uganda](#), the Development Minerals sector contributes approximately 350 Million in USD in production value annually; and directly employs 390,000 Ugandans with 44% of those being women. Furthermore, if Development Minerals production was computed in national statistics, Uganda's GDP would improve by 1.4%. Over 2.7 million Ugandans directly or indirectly benefit from the Development Minerals sector. There are exponential benefits ensuring that Development Minerals Value Chains are well developed and functional. For instance, jobs are created, and livelihoods secured, through various value and supply chain activities. Increased investment and market opportunities have also

emerged due to increased demand from the construction and other infrastructural developments; sector SMEs and their communities have also benefitted from availability of technologies which have qualitatively and quantitatively improved the products and services in the sector, albeit with limited utilization due to financing and other capacity inadequacies.

However, Uganda, like most countries in ACP countries, is yet to optimize benefits from these minerals and materials even though they present an opportunity for addressing the unemployment challenge through alternative livelihoods and can facilitate import substitution through enhanced local value addition. Despite their transformative potential, ASM of Development Minerals sector is still limited by: i) gender inequalities that compound the income disparities observed in the sector; ii) limited value addition, innovation and meaningful employment due to limited financing, tools and market interaction among sector operators; iii) limited technical oversight due to the informal nature of most ASM activities; iv) harmful, wasteful and unsustainable mining practices that exacerbate environmental, safety, health and conflict outcomes; and v) limited and inadequate availability of tailor-made financing products that take into the peculiarities of Development Minerals value chains partly due to highly informal ASME operations as well as limited skills in enterprise management among sector stakeholders. Nevertheless, the Development Minerals sector is one of the key input providers for a large range of economic activities including construction, housing, infrastructure, farming and manufacturing.

The ACP-EU Development Minerals Programme is a capacity building program that aims to build the profile, and improve the management, of Development Minerals. 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 Programme aims to strengthen the capacity of Artisanal small-scale mining enterprises (ASMEs) operating in member countries of the Organization of African, Caribbean and Pacific States (OACPS) especially through supporting ASMEs to enhance productivity, create jobs, increase income and put in place environmental and social safeguards in and around mining areas.

In line with the above, and in order to contribute to Uganda's ASM Strategy, UNDP is therefore recruiting a competent firm or CSO to deliver tailor-made training services to address the highlighted challenges and desired transformative results for an inclusive and sustainable mining sector in Uganda. The interested Firm or CSO is expected to present proposals on how they will support delivery of this outcome.

B. Rationale

The Government of Uganda has put in place a strategy targeting the Artisanal and Small-Scale Mining (ASM) Sector towards strengthening regulatory oversight through formalization, appropriate licensing, biometric registration of miners and harnessing sustainable mining among other outcomes. The lack of a formalized sector also makes it very difficult for governments to put into practice effective strategies, policies, and regulations for minimizing potential negative environmental and health impacts that are common in ASM. In addition, the outbreak and spread of COVID-19 has impacted on the growth and sustainability of Artisanal and Small-scale Mining Enterprises (ASMEs) businesses. ASMEs in the Development Minerals sector have intensified efforts towards economic and functional recovery after becoming financially stressed due to reduced production and other operational disruptions during the past year of the COVID-19 pandemic. Concerted efforts from all stakeholders continue to be made towards facilitating this economic recovery especially towards improving livelihood security, resilience and sustainability of mining

operations. More so, environmental, health, safety and social safeguards are largely lacking in mining sites thus increasing perverse realities of unsafe and degraded mining sites, conflict due to competing uses of land as well as increased health risks for miners and their communities. In addition, despite the emerging livelihood opportunities, marginalized social groups such as women and youth have largely been excluded from the lucrative points in the value chains thus compounding their socio-economic vulnerability.

Therefore, with increased and focused investment into extending services and strengthening capacities of ASMEs and communities in the Development Minerals sector, it is envisaged that they will be more sustainable, resilient to shocks and contribute to the national agenda of value addition. The training activities highlighted below will provide a critical input towards transformative and sustainable mining especially through harnessing more gender equity, good health and safety practices, responsible mining through environmental considerations as well as streamlined operations because of formalization. Specifically, the actions to be supported in this RFP are:

- I. Train 120 ASMEs and Associations, especially women-led, in enterprise development, business management and financial literacy
- II. Conduct on-site training and sensitization of 300 ASMEs and communities on Mine and Quarry Management, Occupational Health and Safety and Environmental Management
- III. Conduct on-site training and sensitization of 300 ASMEs and communities in gender inclusion, social and labor rights protection, child labor prevention, community relations and conflict management
- IV. Train and mentor 60 women owned/led ASMEs in selected commodity value chains in value addition and marketing

Expected Outputs:

- Inception report
- Draft training programme – training and sensitization manuals will be provided by UNDP
- Final training workshop agenda
- Per participant/association:
 - Support each participant/association to draft enterprise development plan (business plan, Draft accounting plan etc.)
 - Support each participant/association to draft market analysis and value chain development plan
 - Support each participant/association to develop an action plan (Return to Work Plan) towards the implementation of the above plans)
- Final report including analysed training evaluations undertaken by the firm – firm to design an evaluation template to be administered on-site post-activity

UNDP is now accepting applications from a qualified firm or CSO to deliver the above training and support services to ASMEs and Communities in the Development Minerals sector. Applicant CSOs must clearly detail and demonstrate sufficient coverage of each action as specified above.

Intellectual Property:

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.

C. Eligibility:

- National Firm or CSO

D. Selection Criteria

Required Qualifications and Expertise

The assignment will be carried out by a CSO or a consultancy firm with expertise and knowledge of Uganda's mining sector and with a strong profile in conducting community-focused capacity strengthening projects. Critical areas in the CSO or Firm's experience and profile are: enterprise skills development, health, safety, conflict, and environment among mining communities; gender equality programming and business development service provision to local communities. The assignment lead/task manager selected by the firm or CSO should have the following expertise and competencies:

Expertise

- Sound knowledge of the Uganda mining sector dynamics and specifically pertinent to the development minerals sector including the regulatory framework.
- Expertise in social development especially capacity building including managing training and sensitization programmes among mining communities.
- Good knowledge of value chain development within the small and medium scale enterprises with a bias in mining and understanding of the mining sector market dynamics in Uganda.
- Minimum of a Masters Degree in Economics, Development studies, Natural Resources Management, or related field; extra qualifications on complimentary fields of conflict management, gender equality and business development service provision are an added advantage.
- Comparative experience in poverty reduction, private sector development and gender equality programming
- Sound knowledge of mining and rural development especially in supporting mining associations and enterprises in sustainable mining practices
- Sound knowledge in developing and delivering capacity strengthening interventions with a focus on the core principles of inclusivity and sustainability
- Previous experience in designing and/or managing multi-partner and specifically, public sector collaborations including local governments and other government agencies; and
- Ability to manage fixed scheduled assignments at a national scale.

Corporate competencies

- 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.

Functional Competencies:

- Advanced skills in Microsoft Excel and PowerPoint.
- Ability to coordinate and manage complex projects.
- 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, teaching, research and writing skills and demonstrated ability to think strategically.
- Strong inter-personal, communications, negotiation, and liaison skills.
- Excellent written and spoken communication skills in English.

Recruitment Qualifications

Task Manager	<p>Education: Masters Degree in Economics, Development studies, Natural Resources Management, or related field; extra qualifications on complimentary fields of conflict management, gender equality and business development service provision are an added advantage.</p>
	<p>Experience:</p> <ul style="list-style-type: none"> • Minimum of 8 years of relevant professional experience in capacity building related to enterprise management skills, business development services, regulatory sector strengthening or mine and quarry management • Hands on knowledge adapting and delivering training curricula in a development context • Demonstrated experience on enterprise development and management, investment promotion and marketing analysis issues as they apply to small scale mining (including the gender dimensions) • Sound knowledge of the Uganda mining sector dynamics and specifically pertinent to the development minerals sector including the regulatory framework. • Previous experience in designing and/or managing multi-partner and specifically, public sector collaborations including local governments and other government agencies; and • Ability to manage fixed scheduled assignments at a national scale.
Technical Expert(s) - To lead implementation of training and sensitization components on mine and quarry management,	<p>Education MSc. in minerals science, business administration, social sciences, natural resources management or related discipline with practical focus on Development Minerals where feasible.</p> <p>Experience</p> <ul style="list-style-type: none"> ▪ Expertise in social development especially capacity building including managing training and sensitization programmes among mining communities. ▪ Good knowledge of value chain development within the small and medium scale enterprises with a bias in mining and understanding of the mining

<p>gender equality, conflict management and business/enterprise development)</p>	<p>sector market dynamics in Uganda.</p> <ul style="list-style-type: none"> ▪ Comparative experience in poverty reduction, private sector development and gender equality programming ▪ Sound knowledge of mining and rural development especially in supporting mining associations and enterprises in sustainable mining practices ▪ Sound knowledge in developing and delivering capacity strengthening interventions with a focus on the core principles of inclusivity and sustainability ▪ 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. ▪ Experience in implementing educational activities aiming to change attitudes, behavior, and practices in promoting safety, health, environmental management and conflict management in the mining sector. ▪ Experience in economic empowerment activities and actions that promote gender equality. ▪ Experience Provision Business and Enterprise Development Services to MSMEs ▪ Experience in Gender Equality, Conflict Management, Human Rights Based Approach to programming;
<p>Other Team Members/Support Staff</p>	<ul style="list-style-type: none"> • Education: Graduate degree in social sciences, business development and development studies. Qualifications in project management is an added advantage. • Experience: <ul style="list-style-type: none"> • Experience in supporting associations and other economic groups to formalize their operations • Social and development work in Extractives Sector, particularly in Mining. • Experience working with government, the UN, or international partners • Training and mentoring, among others • Experience of working with government institutions (MDAs and Local governments) in lobbying and advocacy for gender mainstreaming of gender in plans and budgets • Experience in creating linkages of projects to other government programmes. • Demonstrated hands on experience in the processing and value addition of the following commodities and products: <ul style="list-style-type: none"> ○ Clay—brick, ceramics, hair, and beauty products (from bentonite clay)

	<ul style="list-style-type: none"> ○ Stone (roofing, paving, decorations etc.) ○ Marble (tiles, decoration etc.) <ul style="list-style-type: none"> • Any experience in the beneficiation of other Development Minerals is considered a plus. 	
Language Requirements	<ul style="list-style-type: none"> • Fluency in English is required. Working knowledge of local languages in Uganda and/or demonstration of training team expertise in respective local languages. 	
Other – Selection Criteria		
Technical Criteria - 70% of total evaluation – max. 1000 points:		
Expertise and qualification of the service provider		
	Points Obtainable	
A.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
A.2	Quality assurance procedures, Warranty	25
A.3	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	90
A.4	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	120
Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan		
B.1	To what degree does the Offeror understand the task?	30
B.2	Have the important aspects of the task been addressed in sufficient detail?	25
B.3	Is the scope of task well defined and does it correspond to the TOR?	120
B.4	Are the different components of the project adequately weighted relative to one another?	20
B.5	Is the conceptual framework adopted appropriate for the task?	65
B.6	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
B.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85

Qualification of Key Personnel		
C.1	Task Manager (1) Master's Degree in Economics, Development studies, Natural Resources Management, or related field; extra qualifications on complimentary fields of conflict management, gender equality and business development service provision are an added advantage, 8 years' experience as per above	140
C.2	Technical Experts (2) MSc. in minerals science, business administration, social sciences, natural resources management or related discipline with practical focus on Development Minerals where feasible	120
C.3	Support Staff (at least 3) Graduate degree in social sciences, business development and development studies. Qualifications in project management is an added advantage.	40

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 take into account both the technical qualification of Individual Consultants as well as their price proposals. The contract will be awarded to the firm obtaining the highest combined technical and financial scores.

UNDP 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.

E. Institutional Arrangement

- i. The CSO or Firm will be directly supervised by the Project Manager but with overall reporting to UNDP
- ii. The CSO or Firm will at field level work closely with the relevant local government authorities in implementation and reporting
- iii. The firm or CSO will provide Technical monthly reports to UNDP using UNDP the reporting template; In some cases as may be required, more frequent reports and briefs shall be provided by the firm or

CSO; regular and documented reporting and engagement with respective local governments is required.

- iv. The firm or CSO is expected to liaise/interact/collaborate/meet with UNDP and the ministries of Ministry of Energy and Mineral Development and Ministry of Trade, Industry and Cooperatives while performing their work. 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 the contract will be handled by UNDP.
- v. The project will not provide any facility, support personnel, support service, or logistics to the CSO or Firm during implementation. It is expected that the CSO or Firm will use its personnel, services, and logistics to deliver on the required services.
- vi. UNDP will provide the contracted CSO or firm with training materials for safety, health, environment, and conflict management, as well as the enterprise development training components. Costs for developing and print of these training manuals should therefore be excluded from the financial proposal.

F. Duration of the Work

The intervention will be implemented in a period of 12 months commencing immediately upon signature of contract. The Firm or CSO is expected to adhere to the specified dates and deliverables.

G. Location of Work

- Districts hosting Development Minerals activities in Uganda – activities to cover districts in Eastern & North Eastern (Jinja, Tororo, Bukedea, Soroti, Moroto, Amudat), Central (Wakiso, Kampala, Masaka, Mubende, Mukono, Luwero), Greater Northern (Lira, Arua, Kitgum, Gulu, Alebtong, Dokolo) Western (Kasese, Fortportal, Ibanda, Mbarara, Bushenyi, Rubirizi and Rwampara)

The Firm or CSO will be required to be physically present in the districts during implementation of activities and put in place demonstrable measures to sustain the project activities throughout and beyond the project duration. Firm or CSO is expected to design and facilitate MoUs with respective district local governments by end of the assignment to ensure sustainable local oversight of mining communities trained.

Applications should be submitted in soft copy to UNDP Uganda by email to tenders.kampala@undp.org ; UNDP encourages equal participation of men and women; and women-led organizations are highly encouraged to apply. Please ensure that your project proposal is clear and concise, preferably between 08-10 pages, excluding the attachments. **Submissions must be not more than 30Mbs** in size; larger files can be submitted using the WeTransfer free online file sharing service.

For further details, please visit <http://procurement-notices.undp.org> to download the full project proposal template and kindly follow instructions. Deadline for submission of applications: **25th June 2021**. Languages Required: English.

Applicants who do not receive feedback within 21 days from the closing date must consider their applications as unsuccessful.

H. 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, and support personnel to be deployed, travel costs anticipated etc.

- c) Payment will be made by UNDP upon achievement of the corresponding milestones identified and outlined in this RFP (Data sheet) in accordance with an approved work plan and budget.

I. Recommended Presentation of Proposal

For purposes of generating a proposal whose contents present the required information, it is recommended that the offeror adopts the format in the format below

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

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

[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

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.*

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

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

[insert: Location].

[insert: Date]

To:

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. Professional Cost Breakdown*

No	Position	No. of Staff per Lot	No. of months	Month/pay (UGX)	Total Amount (UGX)
1	Team Leader	1	12		-
2	Technical Expert 1	1	12		-
3	Technical Expert 2	1	12		-
4	Support staff 1	1	12		-
5	Support staff 2	1	12		-
6	Support staff 3	1	12		-
Subtotal of Professional Costs					-

E - Breakdown of Other Costs

S#	Description	UOM	Quantity (25 Districts)- Annex2	Unit Price (UGX)	Total Amount (UGX)
1	Travel Costs	Lot	25 Districts		
2	Equipment Lease	lot	12 Months		
3	Reproduction	lot	1		
4	Communications	Lot	12 Months		-
5	Office supplies	Lump Sum	1		-
6	Other Costs: (please specify)	- Accommodation - etc	12 Months		-
Subtotal Other Costs:					-

A cost breakdown must also be submitted using format above

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

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

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

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

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

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

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