



## REQUEST FOR PROPOSAL (RFP)

(For Low-Valued Services)

### CONSULTANCY SERVICES TO CONDUCT A BASELINE STUDY ON THE IMPACT OF CLUSTER MODEL URBAN VILLAGES ON THE LIVELIHOOD ACTIVITIES OF GENDER AND YOUTH IN TANA RIVER COUNTY

To Bidders	DATE: 08/07/2021
	REFERENCE: RFP//012/2021 – Baseline Study on the impact of cluster model urban villages on the livelihood activities of Gender and Youth in Tana River County

Dear Sir / Madam,

We kindly request you to submit your Proposal for conduct a baseline Study on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County and generate guidance Notes for mainstreaming gender and youth needs in the youth empowerment and innovation centre as well as the county cluster-based development planning approach.

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

In the course of preparing and submitting your proposal, it shall remain your responsibility to ensure that it is submitted into the system before the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files.

It shall remain your responsibility to ensure that your quotation is submitted on or before the deadline indicated by UNDP in the E-Tendering system. Bids must be submitted in the online E-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest  
password: why2change

and follow the registration steps as specified in the system user guide. Your proposal must be expressed in English, and valid for a minimum period of 120 days from the bid closing date. You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

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

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract.

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

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

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

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

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

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

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP. UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Please be advised that, if selected, you will be required to sign a UNDP contract and work under UNDP contract terms and agreement. UNDP will not sign any external contracts or agreements other than the UNDP contract.

Thank you and we look forward to receiving your Proposal.

Yours sincerely,  
Taye Amssalu  
Deputy Resident Representative (Operations)  
Date: 08/07/2021

## Annex 1

### Description of Requirements

Context of the Requirement	To conduct a baseline Study on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County and generate guidance Notes for mainstreaming gender and youth needs in the youth empowerment and innovation centre as well as the county cluster-based development planning approach.
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	<ol style="list-style-type: none"> <li>1. Conduct baseline studies on the impact of county climate-sensitive development planning on gender and youth livelihood activities in the 15 wards in the county</li> <li>2. Develop Guidance Notes on mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre</li> <li>3. Develop Guidance Notes on Mainstream Gender and Youth needs in the county cluster development planning approach and climate risk management action plans</li> </ol>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Inception report detailing proposed plan of action, proposed methodology and baseline survey tools, proposed persons to be consulted and timelines.</li> <li>2. Detailed draft report summarizing the progress of each of the deliverables under the assignment</li> <li>3. Validation workshop conducted with stakeholders in Tana River county to be conducted Tana River. UNDP will procure the workshop venue and related expenses only.</li> <li>4. A final report on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County</li> <li>5. Detailed Guidance Notes on mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River with holistic diagnosis of sectors and factors that can be harnessed to spur innovation, secure livelihoods and create employment for women, youth and PWDs.</li> <li>6. Detailed Guidance Notes on Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans</li> </ol>
Person to Supervise the work/Performance of the Service Provider	The Consulting firm will work with the implementing partners for the youth innovation centre and cluster urban model villages under the leadership and supervision UNDP Portfolio Analyst-Inclusive Growth.
Frequency of Reporting	As agreed during inception meeting
Progress Reporting Requirements	Weekly
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location and includes travel to Tana River County.

Expected duration of work	30 working days
Target start date	28 July 2021
Latest completion date	13 September 2021
Travels Expected	Tana River County
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<p>None for this assignment</p> <input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required as per the Terms of Reference Ability to communicate effectively in written and spoken English. Contacts of three recent clients for whom the vendor delivered services comparable with the specifications listed above.  <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars – For firms based elsewhere <input checked="" type="checkbox"/> Local Currency (KSH) for firms based in Kenya <input type="checkbox"/> Euro
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/>

Payment Terms	<table border="1"> <thead> <tr> <th>Schedule of payments and amount</th> <th>Outputs</th> </tr> </thead> <tbody> <tr> <td>20%</td> <td>Upon submission of an inception report detailing proposed plan of action, proposed methodology, proposed persons to be consulted and timelines.</td> </tr> <tr> <td>30%</td> <td>Detailed draft survey and guidance notes reports summarizing on the progress of the assignment</td> </tr> <tr> <td>10%</td> <td>Workshop validation report- Upon conducting of validation workshop</td> </tr> <tr> <td>40%</td> <td>A final report on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County; Guidance Notes on: <ul style="list-style-type: none"> <li>a) Mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River</li> <li>b) Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans IN Tana River County</li> </ul> </td> </tr> </tbody> </table>	Schedule of payments and amount	Outputs	20%	Upon submission of an inception report detailing proposed plan of action, proposed methodology, proposed persons to be consulted and timelines.	30%	Detailed draft survey and guidance notes reports summarizing on the progress of the assignment	10%	Workshop validation report- Upon conducting of validation workshop	40%	A final report on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County; Guidance Notes on: <ul style="list-style-type: none"> <li>a) Mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River</li> <li>b) Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans IN Tana River County</li> </ul>
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Is Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Portfolio Analyst-Inclusive Growth										
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement.										
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.										
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 400pts <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 200pts <input checked="" type="checkbox"/> Key Personnel 400pts Please refer to the TOR for further details on the Technical Assessment criteria										

	<p><b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input type="checkbox"/> Detailed TOR <input type="checkbox"/> Others
Contact Person for Inquiries (Written inquiries only)	<p>For technical related issues contact:  <a href="mailto:julius.coredo@undp.org">julius.coredo@undp.org</a>  UNDP Portfolio Analyst-Inclusive Growth</p> <p>For how to apply questions contact: <b>UNDP Kenya Procurement Unit</b>  <a href="mailto:Undp.kenya.procurement@undp.org">Undp.kenya.procurement@undp.org</a></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>
Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of bids through UNDP e-tendering portal
Conditions and Procedures for electronic submission and opening	<input checked="" type="checkbox"/> Free from virus <input checked="" type="checkbox"/> <b>Format:</b> PDF files only <b>Technical and financial proposals should be separated, and <u>Financial Proposals password protected</u>. The firm that meets the 70% score in the technical evaluation will be further evaluated financially. The firm with the highest combined score (based on the 70% technical offer and 30% price weight distribution will be awarded contract</b>  Password for the financial proposals must not be provided to UNDP until the date and time requested. This request will be to firms that meet the 70% score in the technical evaluation. <input checked="" type="checkbox"/> <b>Digital Certification/Signature:</b> Required
Deadline of Submission	<b>Wednesday, 21 July 2021 by 5.00 P.M (GMT+3.00)</b>
Other Information	The successful vendor will be issued with a Purchase Order (PO) after signing the contract to trigger payments

## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

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Nairobi  
July 8, 2021

To: The Deputy Country Director (Operations)  
UNDP Kenya  
UN Complex Gigiri, Block N, Level 3  
P.O. Box 30218-00100,  
Nairobi, Kenya

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 7/8/2021, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

#### B. Proposed Methodology for the Completion of Services

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

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<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>2</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **Qualifications of Key Personnel/Project Focal Point**

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

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

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

Payment Terms	
Schedule of payments and amount	Outputs
20%	Upon submission of an inception report detailing proposed plan of action, proposed methodology, proposed persons to be consulted and timelines.
30%	Detailed draft survey and guidance notes reports summarizing on the progress of the assignment
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*\*This shall be the basis of the payment tranches*

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				



b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

## TERMS OF REFERENCE

### CONSULTANCY SERVICES ON THE IMPACT OF URBAN CLUSTER MODEL OF DEVELOPMENT ON THE LIVELIHOODS OF WOMEN AND YOUTH IN TANA RIVER COUNTY

<b>Project Name</b>	Green Economy Youth Activation Programme (GrEYAP) <b>(Project No. 00125408)</b>
<b>Country of Assignment</b>	Kenya
<b>Duty Station</b>	Nairobi
<b>Duration</b>	30 Working Days
<b>Reference</b>	RFP/UNDPKEN/012/2021
<b>Languages Required</b>	English
<b>Submission Deadline</b>	<b>Wednesday, 21 July 2021 by 5.00 P.M Kenyan Time (GMT+3.00)</b>

#### 1. Introduction

Tana River County Government has adopted an ambitious climate-sensitive, urbanization-driven development planning referred to as, 'Cluster Model urban Villages' that is intended at mitigating the challenge of perennial flooding and climate-induced destruction of livelihoods that plague families in the county. The model climate smart urban villages in each administrative ward are designed to host a Ward Administrator's office with all county departments represented in it. Social amenities such as schools, and hospitals will be provided as well to ensure that the inhabitants' needs are addressed holistically. The model villages will also have an industrial centre where locally trained artisans can make construction-related materials to be used for road construction and housing. Village elders will be engaged in selecting dwelling arrangements that minimizes conflicts as residents move from their original homes to the model villages.

This process, however, has not instituted adequate mechanisms to ensure the needs and concerns of gender and young people are in tune with the impact that the new development model portends. Urban model villages will alter the spatial configuration of the settlements, affecting hydrologic systems, biodiversity and the economic and technological factors that affect livelihoods.

It is against this background that the proposal to develop a youth innovation and empowerment centre in Hola has been conceived, to engage the youth in modelling alternative futures that is relevant for informing the policymaking process and addressing youth development in the county. Environmental governance and climate change are complex developmental problems that are interlinked with many issues, such as economic growth, gender inequality, environmental degradation and poverty reduction and affect multiple stakeholders, the youth being no exception. Therefore, participation of youth in decision-making is advocated for and has become a normative goal in the climate change agenda as a way of achieving intergenerational equity.

Gender plays an important role in climate change adaptation and mitigation. For example, there are gender differences in the impacts of climate change due to the diverse roles and responsibilities at the household and community levels. Evidence has shown that women are usually more affected by climate change compared to men. Cultural norms related to gender limit agency and ability to make quick decisions regarding climate change and urban planning. Similarly, urban planning is viewed as gender-neutral, not shaped in the interest of a particular sex. The exclusion of women from urban planning means women's daily lives and perspectives do not shape urban form and function. Historically, cities have been planned, designed, and governed without the equal engagement of women and youths as decision makers. The exclusion of women from urban planning and management has many negative consequences for women and girls in cities. Urban planning and design largely ignore gender-specific experiences, needs, and concerns, particularly with respect to poor women and girls. In this regards, Cluster Model Urban Villages needs to integrate gender perspective. This process, however, must begin with clear understanding of the needs and aspiration of women and youth.

## 2. Background and Rationale

In the Third Medium Term Plan (MTP III, 2018-2022), the Government of Kenya pledged to implement measures to develop skills among young people, tackle gender-based inequalities and align them to market requirements. Other measures that were to be implemented within the same period include revitalizing Youth Enterprise Development Fund (YEDF), enacting the National Youth Empowerment Strategy (2016-2021), establishment of Youth Empowerment Centers (YECs), implementing the Kenya Youth Employment and Opportunities Programme (KYEOP), and a host of leadership development and advocacy programmes for youth inclusion, among others. The objectives of the YECs were to promote youth participation in community development and enhance opportunities for livelihood, manage health and recreation as well as provide a hub for innovation, talent nurturing and civic engagement. A total of 160 YECs have so far been completed, many only up to the first phase of the design, thus unable to realise the overall vision.

In Tana River County, the National Government established two YECs in Garsen (Garsen South Ward) and Galole (Chewani Ward) constituencies. However, both are not operational. When the county administration began to conceptualize the idea of a county youth innovation centre to harness the engagement and empowerment of youth in line with the cluster development approach, the need for a new Centre in Hola emerged. The establishment of Tana River Youth Innovation and Empowerment Centre (TRYIEC) is premised on the county vision of 'Cluster-Based spatial planning and development' in which the county seeks to create urban villages to mitigate against perennial flooding and guarantee livelihoods. The county's model of climate-sensitive development planning provides opportunities for gender and youth innovation in livelihoods, governance, climate-change, entrepreneurship, culture as well as opportunities for partnership with multiple programmes and partners under the Global Generation Unlimited work streams. The Theory of Change for youth Innovation and Empowerment centre goes beyond the traditional vocational training roles that Hola Vocational Training Centre fulfills.

Many of the county Vocational Training Centers (VTCs) are running at less than full potential; they are experiencing more than 20% student drop-out rate. In addition, less than 10% of VTC graduates engage in the trades that they learned; while about 30% venture into business; all pointing to a capacity challenges and absence of mentorship. Acknowledging the participation of the youth whose vibrance and adaptability in utilizing technologies can go a long way in helping Kenya achieve its climate change commitments, the County Re-Engineering Strategy for Tana River County has proposed to put in place a raft of measures to mainstream environmental and climate change in county planning and budgeting processes with the aim of strengthening disaster risk mitigation measures and promote the engagement of youth.

### 3. Objective of Assignment

The objective of the assignment is to conduct a baseline Study on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County and generate guidance Notes for mainstreaming gender and youth needs in the youth empowerment and innovation centre as well as the county cluster-based development planning approach.

The consulting firm will work with the UNDP portfolio Analyst-Inclusive Growth, Kenya School of Government and Tana River County Government towards the realization of specific project objectives with specific focus on supporting the following objectives:

- Conduct baseline studies on the impact of county climate-sensitive development planning on gender and youth livelihood activities in the 15 wards in the county
- Develop Guidance Notes on mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre
- Develop Guidance Notes on Mainstream Gender and Youth needs in the county cluster development planning approach and climate risk management action plans

### 4. Key Deliverables of Consultancy

The main deliverables under this consultancy are specified below:

- I. Inception report detailing proposed plan of action, proposed methodology and baseline survey tools, proposed persons to be consulted and timelines.
- II. Detailed draft report summarizing the progress of each of the deliverables under the assignment
- III. Validation workshop conducted with stakeholders in Tana River county to be conducted Tana River. UNDP will procure the workshop venue and related expenses only.
- IV. A final report on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County
- V. Detailed Guidance Notes on mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River with holistic diagnosis of sectors and factors that can be harnessed to spur innovation, secure livelihoods and create employment for women, youth and PWDs.
- VI. Detailed Guidance Notes on Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans

### 5. Reporting

The Consulting firm will work with the implementing partners for the youth innovation centre and cluster urban model villages under the leadership and supervision UNDP Portfolio Analyst-Inclusive Growth.

## 6. Travel

The consultancy firm will be responsible for travel to Tana River and conducting the study in the 15 wards of the county. Additionally, the consultancy teams will organize meetings in appropriate locations.

UNDP will not cater for any travel on behalf of the selected firm. All costs (except for the validation workshop venue) should be included in the financial proposal.

## 7. Consulting firm Roles, Responsibilities and Deliverables:

The Consulting firm will undertake the following key duties and responsibilities:

Under the direct supervision of Portfolio Analyst Inclusive Growth and working closely with the Programme Implementation Unit and Implementing Partners, the Consulting firm will be expected to complete the tasks within the indicative timeframe below.

	<b>Deliverables (Component 1)</b>	<b>Timeframe</b>	<b>Due date</b>
1.	Work plan and methodology developed as well as the baseline survey tools approved UNDP and Implementing Partners	2 days	by 28 <sup>th</sup> of July 2021
2.	Inception report: Conduct desk review and consultations with stakeholders to enable selection of sectors that will be included in the analysis	3 days	by 4 <sup>th</sup> of Aug 2021
3.	Baseline Study on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County	10 days	by 20 <sup>th</sup> of Aug 2021
4.	Draft baseline survey report and share with UNDP	5 Days	By 27 <sup>th</sup> of August 2021
5.	Organize 1 validation workshop with stakeholders in Tana River County	1 day	by 1 <sup>st</sup> of Sept 2021
6.	Integrate all received comments and produce finalized Analyses and the action plan, to be approved UNDP, KSG and Tana River County Government	2 Days	by 6 <sup>th</sup> of Sept 2021
7.	Presentation of the Final baseline survey report to UNDP, KSG and Tana River County Government	1 Day	By 10 <sup>th</sup> Sept 2021
8.	Detailed Guidance Notes on mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River	3 Days	By 13 <sup>th</sup> Sept 2021
9.	Detailed Guidance Notes on Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans	3 Days	By 13 <sup>th</sup> Sept 2021
		<b>30 Days</b>	

## 8. Team Composition, Qualifications, Competencies and Evaluation Criteria

The Consultancy Firm will designate a CORE technical team which will consist of **one Team Leader** and **one technical member**.

The firm is also expected to recruit a team of research assistants/enumerators to support the core team in the survey. Under the overall supervision of the Portfolio Analyst for Inclusive Growth, the firm will conduct a participatory baseline survey and generate two guidance notes.

### Requirements

#### (i) ***Qualification Requirements for the Consultancy Firm***

The successful Consultancy Firm should have:

- A minimum of **five (5)** years of solid experience in undertaking Baseline Surveys preferably in the field of inclusive growth, poverty, entrepreneurship, spatial planning, and climate change in Kenya or East African region
- Demonstrable understanding of capacity development/strengthening of SMEs sector, Innovation, Youth and Gender Issues, and climate change in Kenya or East African region.
- Working knowledge of UNDP and/or other development partners, the private sector, civil society sector and working with state/ public authorities on issues related to inclusive growth, climate change, innovation and entrepreneurship
- Ability to design survey studies and apply them using a variety of quantitative and qualitative methods
- Ability to designate a qualified Team Leader to oversee the survey and one qualified survey team member and a team of research assistants.
- Legally registered in Kenya
- Duly registered for VAT.

#### (ii) ***Qualification Requirements for the Team Leader***

- Master's or PhD degree in the relevant field preferably in the areas of Urban planning/Climate change, disaster management, environment, Entrepreneurship, Gender and social sciences.
- Minimum 15 years' experience in urban planning (preferably in the UN system), conducting baseline study, environment, and resilience thematic areas.
- Experience in providing Technical support to National and County Governments in Urban Planning, Geographic Information Systems, Climate Change Mainstreaming and Disaster Risk Reduction Thematic areas
- Experience in climate-sensitive urban development models/villages, inclusive growth strategies
- Demonstrates good project management and logistical and co-ordination skills
- Familiarity with National government, County Governments, multilateral, bilateral and/or development partners
- Demonstrated analytical, communication and report writing skills

The Team Leader will have overall responsibility for the quality and timely submission of all deliverables including the final Baseline Survey Report. Specifically, the Team leader will perform the following tasks:

- Lead and manage the Survey team;
- Coordinate the study ensuring quality and responsiveness to the TOR;
- Main contact person with and responsible to Portfolio Analyst Inclusive Growth;
- Design the detailed survey plan, methodology and survey instruments;

- Ensure efficient division of tasks between the members of the Survey team;
- Draft and communicate the survey report to UNDP;
- Presentation of the draft report to stakeholders ensuring feedback is taken into consideration; and
- Submission of a refined final Baseline Survey Report and two Guidance Notes.

(iii) **Qualification Requirements for the one (1) Core Technical Survey staff member**

The Consultancy firm shall designate a core of one technical team members to work under the Team Leader with good credentials and qualifications in the following areas:

- A bachelor’s degree in economics, urban planning, entrepreneurship, development studies or social sciences;
- At least 7 years of professional experience in the area of inclusive growth or urban development
- Strong Survey skills and extensive experience (at least 5 years) in conducting programmatic surveys and reviews of projects in the development sector.
- Proven expertise in project/programme management.
- Demonstrable expertise and experience in monitoring and survey of inclusive growth programmes.
- Track record in publishing researched materials.
- Sound knowledge and understanding of the urban planning processes in Kenya including climate change;
- Good analytical and report writing skills; and
- Fluency in speaking and writing in English

<b>8. Payment Terms</b>	
<b>Schedule of payments and amount</b>	<b>Outputs</b>
20%	Upon submission of an inception report detailing proposed plan of action, proposed methodology, proposed persons to be consulted and timelines.
30%	Detailed draft survey and guidance notes reports summarizing on the progress of the assignment
10%	Workshop validation report- Upon conducting of validation workshop
40%	A final report on the Impact of Cluster Model Urban Villages on the Livelihood Activities of Gender and Youth in Tana River County; Guidance Notes on: <ul style="list-style-type: none"> <li>c) Mainstreaming gender and youth needs into the development of the Youth Empowerment and Innovation Centre in Tana River</li> <li>d) Mainstreaming Gender and Youth needs in the county cluster development planning approach and climate risk management action plans IN Tana River County</li> </ul>

## 9. Technical Evaluation Criteria

### Summary

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1	Technical Responsiveness of the Proposal	40%	400					
2	Proposed Work Plan and Approach	20%	200					
3	Personnel	40%	400					
Total			1000					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
<b>Technical Responsiveness of the Proposal</b>							
1.1	Reputation of Organization and Staff (Competence / Reliability) i.e. long-standing knowledge and experience in similar assignments	50					
1.2	History of consultancies in urban planning, climate and entrepreneurship; Proof of registration and tax compliance,	50					
1.3	Extent to which any work would be subcontracted and experience in subcontracting (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills)	50					
1.4	Quality assurance procedures, warranty (demonstrated techniques in use to ensure process control and data integrity including a working disaster	50					
1.5	Relevance of: iii. Experience on Similar Programme / Projects especially dealing with urban planning, climate change, youth and gender issues. iv. Experience in conducting Baseline surveys in the field of inclusive growth, urban planning, climate change.	200					
		400					

Technical Proposal Evaluation			Company / Other Entity				
<b>Form 2</b>		<b>Points Obtainable</b>					
<b>Proposed Work Plan and Approach</b>							
2.1	To what degree does the Offeror understand the task?	<b>30</b>					
2.2	Have the important aspects of the task been addressed in sufficient detail?	<b>30</b>					
2.3	Is the scope of task well defined and does it correspond to the TOR?	<b>100</b>					
2.4	Is the presentation clear? and is the sequence of activities and the planning logical, realistic and promise to deliver the task efficiently as it relates to conducting the baseline survey	<b>40</b>					
		<b>200</b>					



Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	<b>Team Leader suitability for the assignment</b>		<b>240</b>					
	<b>Lead Consultant</b>	Sub-Score						
	A PhD or a Master's degree in Urban planning/Climate change, disaster management, environment, Entrepreneurship, Gender and other social sciences	<b>30</b>						
	At least ten (10) years post qualification experience in the field of urban planning, climate change, entrepreneurship, or a related field.	<b>30</b>						
	Strong research skills and extensive experience in conducting Surveys especially baseline surveys in areas of Climate change, urban development, entrepreneurship, inclusive growth strategies	<b>30</b>						
	Demonstrable understanding of capacity development/strengthening of Women, Youth, PWDs, civil society sector	<b>30</b>						
	Working knowledge of UNDP, private sector, civil society sector and working with state/ public authorities on issues related to inclusive growth including SMEs development, Innovation, disaster management, Youth and gender issues.	<b>30</b>						
	Experience in applying SMART indicators and reconstructing or validating baseline information	<b>30</b>						

	Demonstrated experience and abilities to pro-actively lead and coordinate a team, including strong interpersonal skills with ability to multi-task and maintain effective work relationships with diverse range of institutional partners and undertake complex assignments.	30						
	Fluency in English with excellent communication skills with ability to express ideas clearly, concisely and effectively, both orally and in writing	30						
	<b>Lead Consultant total</b>	<b>240</b>						
3.2	<b>Survey team member</b>		<b>160</b>					
	Master's degree in economics, urban planning, entrepreneurship, development studies or social sciences;	30						
	At least 7 years of professional experience in the area of inclusive growth, urban planning, disaster management	30						
	Strong Survey skills and extensive experience (at least 5 years) in conducting programmatic Surveys and reviews of projects in the development sector.	40						
	Proven expertise in project/programme management and experience in monitoring and Survey of governance programmes.	30						
	Fluency in English with excellent communication skills with ability to express ideas clearly, concisely and effectively, both orally and in writing.	30						
	<b>Survey team members total</b>	<b>160</b>						
	<b>Total Part 3</b>		<b>400</b>					

## Annex 3

### *General Terms and Conditions for Services*

#### **1.0 LEGAL STATUS:**

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

#### **2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

#### **4.0 ASSIGNMENT:**

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

#### **5.0 SUB-CONTRACTING:**

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

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

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

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

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

**9.0 ENCUMBRANCES/LIENS:**

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

**10.0 TITLE TO EQUIPMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

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

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

engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral

tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and



Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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