



REQUEST FOR PROPOSAL (RFP)

To: All Qualified	DATE: 9 th August 2015
	REFERENCE: RFP: Designing and Developing of the National Consultative Forum (NCF) Website

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Designing and Developing of the National Consultative Forum (NCF) Website**

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

Proposals may be submitted by hand on or before **Friday, 13th August, 2015 at 11.00 am** to the below address:

**United Nations Development Programme
Plot 11 Yusuf Lule Road
Kampala
Uganda**

Technical and Financial proposals **MUST BE SEPARATELY SEALED** in individual envelopes marked “Technical Proposal” or “Financial Proposal” each envelope containing one Original copy marked as such, one Copy and one Digital Copy in a CD/USB drive). Each envelope MUST clearly indicate the name of the Proposer and both envelopes are to be contained in one larger envelope clearly marked **“RFP_ Designing and Developing of the National Consultative Forum (NCF) Website”** clearly indicating the name of the Proposer as well as a warning that states *“not to be opened before the time and date for proposal opening”*

Again: Please seal your technical and financial proposals in separate envelopes

Your Proposal must be expressed in English language and valid for a minimum period of **60 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: <http://www.undp.org/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Thomas Ole-Kuyan

Deputy Country Director - Operations

Description of Requirements

Context of the Requirement	<p>The National Consultative Forum for Political Parties and Organizations (NCF) is a platform for dialogue, mediation and exchange of ideas among political parties in the Country and a framework for plural participation in the political management of the country. It also provides a framework to build the capacity of the members to participate effectively in the political management of the country. Launched by the Electoral Commission on 17th August 2010, the NCF is institutionalized by Article 71 (2) of the Constitution of the Republic of Uganda and operationalized under section 20 (4) of the Political Parties and Organizations Act, No 18 of 2005. The forum is currently comprised of twenty nine (29) member political parties/organizations with a Secretariat at the Electoral Commission.</p> <p>UNDP support the NCF as one of the three structures under the Peace Architecture Framework that is spearheading political reform process in the country. Political parties in the country recognize NCF as a key platform for addressing political issues relevant to the political parties. National Consultative Forum offers unique opportunity to bring together all the registered political parties in the country onto a common platform and to ensure political parties build necessary consensus on issues of common political interest.</p> <p>Further details in ToR – Annex 2</p>
Responsible Parties for UNDP	Governance and Communication Units
Brief Description of the Required Services	<p>Under the overall guidance of Secretary NCF and working closely with UNDP Governance and Communication Units, a national firm will be recruited to design more interactive and data base driven web portal. The key functionalities of the portal shall include the following;</p> <ul style="list-style-type: none"> • A multi-user Content Management Systems (CMS); • Ratings and reviews • Blogging • Commentary and discussion forums • Newsletters and news easily updatable • Uploads and downloads (documents, videos, Images, etc) • Web Gallery for Photos, Video, Audio and Documents • Subscriptions and access rights for various users; • System of mass-emailing (bulk emailing) of newsletters to the registered users • Live updates from social networks, Facebook and Twitter • Events Calendar

	<ul style="list-style-type: none"> • Campaigns materials in an electronic brochure format • Contact form • Visitor statistics <p>Further details in ToRs – Annex 2</p>
List and Description of Expected Outputs to be Delivered	<p>An established and functional website in place;</p> <ul style="list-style-type: none"> • Design of a data base web-portal to be used by NCF Secretariat • Facility for Monitoring the website traffic/ analytics and provision of written monthly reports. • Train selected staff at NCF on how to undertake routine content updates of the websites (news, information, the technical updates, etc.) • Training of relevant NCF Secretariat officers on Content Management System management and maintenance operations as required • Maintenance of the website for a period of 12 months • Within the context of the maintenance period, provide regular technical website enhancements and ensure that all links and functionalities are fully operational and routinely updated. <p>Bidders must agree that UNDP / NCF have full security and ownership of the website after the assignment has been completed. The winning bidder shall transfer all rights / codes and shall commit to being available one month after the delivery of the website for any maintenance and assurance that it is running well.</p>
Person (s) to Supervise the Work/Performance of the Service Provider	Secretary NCF/Secretary Electoral Commission and a Taskforce team constituting representatives from NCF Secretariat, UNDP Governance and Communications units.
Frequency of Reporting	N/A
Progress Reporting Requirements	N/A
Location of work	<input checked="" type="checkbox"/> Kampala
Expected duration of work	30 days
Target start date	20 th August, 2015
Latest completion date	23 rd September, 2015
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required. To be included in the technical proposal if necessary
Names and curriculum vitae of individuals who will be	<input checked="" type="checkbox"/> Required. Technical proposal must identify who in the company would be taking the role of Team Leader and specify the roles of the 2 additional

involved in completing the services	Staff proposed that would offer assistance to the Team Leader.												
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency (UGX)												
Value Added Tax on Price Proposal ¹	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes												
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.												
Partial Quotes	<input checked="" type="checkbox"/> Not permitted												
Payment Terms	<table border="1"> <thead> <tr> <th>Payment releases</th><th>% (Total =100 %)</th><th>Timing (after contract signature)</th></tr> </thead> <tbody> <tr> <td>Presentation of a draft website</td><td>40</td><td>Within 15 days</td></tr> <tr> <td>Submission of a revised website after receiving feedback</td><td>10</td><td>Within 6 days</td></tr> <tr> <td>Submission of a final website and approved by NCF and Governance and Communication Units</td><td>50</td><td>Within 9 days</td></tr> </tbody> </table>	Payment releases	% (Total =100 %)	Timing (after contract signature)	Presentation of a draft website	40	Within 15 days	Submission of a revised website after receiving feedback	10	Within 6 days	Submission of a final website and approved by NCF and Governance and Communication Units	50	Within 9 days
Payment releases	% (Total =100 %)	Timing (after contract signature)											
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Submission of a final website and approved by NCF and Governance and Communication Units	50	Within 9 days											
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	A task force team constituting representatives from NCF Secretariat , UNDP Governance and Communication Units												
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Services Contract												
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest-priced technically compliant offer. The contract will be awarded to the company/bidder meeting the minimum 70% score in the technical evaluation and offering the lowest price. <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal. Note: <input checked="" type="checkbox"/> Bidders must agree that UNDP / NCF have full security and ownership of the website after the assignment has been completed. The winning bidder shall transfer all rights / codes and shall commit to being available one month after the delivery of the website for any maintenance and assurance that it is running well.												

¹VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> Expertise of Firm - 40 points Proposed Methodology, Approach and Implementation Plan – 40 points Management Structure and Key Personnel – 20 points
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Service Provider / bidder
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) ²	<p><i>Justine Viola Naiga-Bagonza</i> Procurement Analyst and Head of Procurement unit justine.naiga-bagonza@undp.org</p> <p><i>Copy Diana Nabbanja, Procurement Associate</i> diana.nabbanja@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 Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p>

²This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm	40%	40
2.	Proposed Methodology, Approach and Implementation Plan	40%	40
3.	Management Structure and Key Personnel	20%	20
Total			100

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing - To be based on previous experience with other reputable organizations - Established with operations in Uganda	8
1.2	General Organizational Capability which is likely to affect implementation - Financial stability (Include updated bank statement for the last six months) - age/size of the firm - strength of project management support - project management controls	13
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	1.5
1.4	Quality assurance procedures - Ability of the contracted organization to produce timely qualitative and precise informative reports	2.5
1.5	Relevance of: • Specialized Knowledge in Designing and Building a Website Experience in Similar activities in the last 3 years (Please provide these for reference purposes) • The team must have practical experience in developing Designing and Building a Website	15
Total Part 1		40

Technical Proposal Evaluation - Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	3
2.2	Have the important aspects of the task been addressed in sufficient detail?	2.5
2.3	Are the different components of the project adequately weighted relative to one	2.0

	another?		
2.4	Is the conceptual framework adopted appropriate for the task?		6.5
2.5	Is the scope of task well defined and does it correspond to the TOR?		17.5
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		8.5
	Total Part 2		40
Technical Proposal Evaluation - Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		12
		Sub-Score	
	A bachelor degree in Computer Science, IT , or related field with additional professional certifications for web designer/developer	12	
	Suitability for the Project		
	<div> <div>- At least 5 years of relevant professional extensive experience in web development, graphic design and implementation of information rich, user-friendly and large websites</div> <div>5.0</div> </div>		
	<div> <div>- Extensive experience with CMS, including experience in both commercial and Open Source Systems</div> <div>5.0</div> </div> <div> <div>-Strong knowledge in web server technologies</div> <div></div> </div> <div> <div>-Advanced proficiency with HTML, DHTML including style sheets, templates, complex tables and image maps;</div> <div></div> </div> <div> <div>-Strong knowledge of database development platforms including MySQL, SQL server</div> <div></div> </div> <div> <div>-Should have knowledge of JavaScript and a good understanding of cross browser compatibility issues;</div> <div></div> </div> <div> <div>-Must possess working knowledge of basic composition of page layout, art and office/web</div> <div></div> </div> <div> <div>-Knowledge of W3C standards such as XHTML, accessibility standards, content sharing standards such as RSS/RDF and Open Archives Initiative.</div> <div></div> </div> <div> <div>-Proven experience in leading and coordinating teams of consultants and meeting predefined deliverables by the required deadline</div> <div></div> </div> <div> <div>-Proven experience in report writing and drafting</div> <div></div> </div>		
	- Language Qualifications	2.0	
		12	
3.2	2 Assistants		8
		Sub-Score	

	A degree in Computer Science, IT, or related field with additional professional certifications for web designer/developer	6	
	Suitability for the Project		
	<ul style="list-style-type: none"> - At least 3 years relevant professional extensive experience in web development, graphic design and implementation of rich, user-friendly and large websites -Advanced proficiency with HTML, DHTML including style sheets, templates, complex tables and image maps; Proven experiencing in working and leading team work with consultants and delivering results on agreed time line -Strong knowledge in web server technologies - Strong knowledge of database development platforms including MySQL, SQL server 	2.5	
	<ul style="list-style-type: none"> - -Should have knowledge of JavaScript and a good understanding of cross browser compatibility issues; -Must possess working knowledge of basic composition of page layout, art and office/web -Knowledge of W3C standards such as XHTML, accessibility standards, content sharing standards such as RSS/RDF and Open Archives Initiative. -Proven ability in reporting and drafting -Excellent design, analytical and drafting skills -Excellent written and oral communication skills and ability to communicate results in a clear manner -Ability to act professionally and flexibility to engage with government officials and representatives of various political parties 	2.5	
	- Language Qualifications	2.0	
		8	
	Total Part 3		20



Terms of Reference

National Firm for Designing and Development of the National Consultative Forum (NCF) Website

Start date: August 2015

End of Contract: September 2015³

Length of Contract: 30 days

Duty Station: Kampala

Background

The National Consultative Forum for Political Parties and Organizations (NCF) is a platform for dialogue, mediation and exchange of ideas among political parties in the Country and a framework for plural participation in the political management of the country. It also provides a framework to build the capacity of the members to participate effectively in the political management of the country. Launched by the Electoral Commission on 17th August 2010, the NCF is institutionalized by Article 71 (2) of the Constitution of the Republic of Uganda and operationalized under section 20 (4) of the Political Parties and Organizations Act, No 18 of 2005. The forum is currently comprised of twenty nine (29) member political parties/organizations with a Secretariat at the Electoral Commission.

Rationale for the Consultancy

UNDP support the NCF as one of the three structures under the Peace Architecture Framework that is spearheading political reform process in the country. Political parties in the country recognize NCF as a key platform for addressing political issues relevant to the political parties. National Consultative Forum offers unique opportunity to bring together all the registered political parties in the country onto a common platform and to ensure political parties build necessary consensus on issues of common political interest.

The Forum's policy objective is in line with Uganda National Development Plan 2009/10 - 2013/2014 (NDP) objective of deepening democracy through a strengthened institutional and regulatory framework for political party activities in Uganda.

³ The Consultancy will run for 30 days between August and September 2015

Over the last couple of months, UNDP has supported numerous meetings and sensitization workshops of the Forum in West Nile and Albertine Graven aimed at popularizing the activities of NCF at the grass root level. These activities fit into the strategic objective of the Peace Architecture Framework of promoting an environment of internal dialogue and establishment of institutional mechanisms that promote peace, enhance and deepen democratic systems of governance.

As the country head towards 2016 general elections, NCF will be conducting a number of activities (training in leadership, teambuilding, mediation and negotiation skills, approval of code of conduct of the members, holding of political dialogue meetings as well as facilitating political settlements). All these activities aim to position the NCF as a key player before, during and after the elections.

Against this background, NCF with support from UNDP Peace Architecture Project for Conflict Transformation seeks to contract a short term national firm to provide a technical proposal leading to the development of the website.

Objectives for developing the website

The objectives for the developing the website are two fold;

- To design and build a website that communicates the values, mission, vision, functions and achievements of the National Consultative Forum;
- To develop a website that is appealing and communicates the positive direction that Uganda as a multi-party democratic country, and heightening its efforts in deepening democracy up to the grass roots.

Scope of the work

Under the overall guidance of Secretary NCF and working closely with UNDP Governance and Communication Units, a national firm will be recruited to design more interactive and data base driven web portal. The key functionalities of the portal shall include the following;

- A multi-user Content Management Systems (CMS);
- Ratings and reviews
- Blogging
- Commentary and discussion forums
- Newsletters and news easily updatable
- Uploads and downloads (documents, videos, Images, etc)
- Web Gallery for Photos, Video, Audio and Documents
- Subscriptions and access rights for various users;
- System of mass-emailing (bulk emailing) of newsletters to the registered users
- Live updates from social networks, Facebook and Twitter
- Events Calendar
- Campaigns materials in an electronic brochure format
- Contact form
- Visitor statistics

Design Overview

a) A modular structure so as the system scales in terms of technology, content and functionality. Site should be modular and highly scalable to create a conducive partnership based on commitment, mutual accountability, trust and open dialogue among its team and shareholders.

b) The envisaged finished website product will conform to the requirements and desires of NCF WEB PORTAL and will be fully extensible to even accommodate future requirements of the Forum.

The following are the system description;

General Features

a) The backbone and justification of this consultancy is to design and develop a comprehensive online presence for the NCF. The website should be able to provide information on the Key component of NCF mandate, which is to strengthen political participation in Ugandan electoral processes and strengthen the Forum capacity to contribute to the National Development Plan objectives. It should be able to show the social-political and economic development dimensions of Ugandans based on the presence of multi-party democracy in Uganda.

b) The proposed solution should empower the administrators/website team of the NCF Secretariat to author, manage, and publish web pages easily without specialized knowledge of web programming or web authoring. In other words, the NCF Secretariat website team will quickly and efficiently deploy dynamic website pages/content into this user friendly website without having to acquire any particular specialized training or contract the website page creation to another consultant.

Navigation

a) Design a very intuitive and user friendly navigation menu or menus for the NCF website. Work out a menu tree that links to all pages on the website from the home page. Such navigation will/may change when the user moves from one page to another according to context.

b) Make use of "breadcrumb trail" throughout the entire website to ensure that the website provides a quick way for the user to know which section of the website they are in at any time thus making surfing the website easy for all categories of users.

Dynamic Features of the System

The proposed website should be dynamic in such a way that pages will be dynamically built from what the website administrators feed into the website's database and a number of features on the website will also be interactive, often intelligently reacting to user prompts.

Brief description of features of the proposed website

Aesthetics and User-friendliness

The NCF should have a good looking and an aesthetically pleasing website; the front page and other pages of the website should be built with good eye pleasing and web safe colors together with good and well optimized graphics and icons to ensure that it depicts a good and appropriate representative image of the NCF. The colors should be selected selectively so that it's not inclined to any of the Political Party Colors

The website should be well branded with the Forum's corporate colors and other features agreed upon by the NCF and UNDP in the brainstorming/preparatory meetings with the successful firm.

Content on the websites pages should be arranged/organized in strategic positions and appropriate layouts to give a respectable image for the website and also to allow users to find what they are looking for easily. For example, it is important that the NCF's summary key note, the mission, the vision statement be put on the home page of the website and also further be arranged in such a way that they are seen first and in the right order.

Member registration and login

At the core of the system add an intelligent system that will monitor sessions and users of the system. Within the site and database should integrate several privilege levels for different system users.

Fully searchable database for all content

A quick search and advanced search facility shall also be included in the proposed website. This will allow website visitors to quickly find content by typing what they want in a simple search form and clicking on an appropriately named button to trigger the search sequence. The results returned by the embedded search engine should be filtered and organized in the most sensible and understandable way to avert the risk of having users lost in their own search results.

An advanced search button should be provided for experience users. This to allow users to customize their search requests including prompting the website to search other information resources on the World Wide Web in addition to searching its own pages and database.

There should also be a glossary of specialist terms and concepts (e.g. "NCF", "PPOA", "Pillar") offering accessible definitions/explanations that can be hyperlinked in on-line articles that use these terms.

Search engine optimization

The website should be well built and optimized according to Web 2.0 technology and W3c web programming stands to make sure it is reachable and searchable by search engine robots. This will enable it to be highly ranked in famous search engines such as GOOGLE, YAHOO, BING etc.

Provide a facility for entry of customized META tags and key phrases/words per page on the website to ensure that the website is highly ranked by website indexers & search engines & therefore allowing it to be found easily by regular Internet users.

Recommended content and links

The website shall have a section of useful, recommended and important links. This will allow the website to provide useful information to its audience since its own information shall be supplemented by other external information from the recommended or useful links. The links will be distinguished between external and internal links.

The website should be built with a content ranking function. This function shall monitor the parts of the website that are visited most and thus rank them accordingly. A small section which lists the most visited articles and pages of the website shall be maintained on the website. This section shall update itself automatically as different content on the website gains or recedes in rank.

Additionally the website should be equipped with firewall software that helps pick website intrusions such as, the Users IP address, details on visitors log in details to improve website performances and security.

Content organization

A content management tool should be integrated. This tool shall publish and un-publish content to the public when required. Furthermore the content shall be categorized by Audience type like Government, Political Parties, other stakeholders and media etc. A special and conspicuous space on the front face shall be reserved for the newest incoming content or news articles, the details of which may be viewed by either the general public or by privileged users of the system.

A facility for uploading or updating this content in terms of a Content management system – CMS, shall be implemented too, where by specially privileged users shall be equipped with the ability manage the content at any time through the appropriately privileged user accounts.

Social Networking tools

To be able to turn audience into social value and to measure social impact of NCF content, social networking tools such as Facebook, Twitter, YouTube and Google Like and much more should be incorporated. Furthermore the website should have the ability of public users to login using the Facebook identity and go on to comment on content. This will help disseminate content easily into the social media.

Other pages and generic content

A number of other pages shall be built into the website. These include the usual pages found on any website and will serve to accommodate all other information wished to communicate to the public and all other stakeholders. The list below outlines a draft list of the pages that may be included on the website; the order of the pages may change accordingly.

#	Page	Description
1	Home Page	Shall be the entry page to all resources provided on the website. It shall be appropriately designed with eye catching design and images and also branded in appropriate colors as will be specified.
2	About NCF	This will be a section with information that depicts a good and appropriate representative image of the National Consultative Forum and thus its History, Representation and Functions.
3	News	This section will have updated news as it streams in from the NCF, Stakeholders (Local and International) and the media if related to the NCF or its activities. We shall also have an archive section of the news.
4	Our Mission, Vision and Objectives	Detailed information about the mission, vision and Mandate of NCF.
6	Political parties	This page will allow the user to access information of the registered political parties. And more information as it will be agreed by NCF members.
7	Elections	This page will have information about the history of democracy and phases of elections that have so far taken place in Uganda.
8	Useful links	This will be a page to other useful links related to the NCF for example partner information, different projects, useful publications from different sources.
9	Frequently asked Questions	Answers to a compilation of frequently asked questions. This section grows with time as more questions get asked and answered.
10	Site map	A tree-like representation of the website which breaks the entire website into a browse-able tree thus providing website visitors access to all the website resources at one go
11	Contact Us / feedback	This page shows up to date official contact information. The page will also have a form that will enable the website visitor to send feedback or comments to the EC team

A special user friendly control panel programmed into the website should be included, it will be easy to create, edit or delete more or already existing pages on the proposed website.

Website Administration Training

Training with respect to using, maintenance and extension of the system developed should be carried out using both physical tutoring and demonstration for three (3) officers of the NCF Secretariat.

Training should be conducted at an approved training center.

Platform

Software and Technologies to be used: Open source technologies for developing the system; animation and graphics; Database engine; Web Server; Scripting and the content management system.

Furthermore the website will be developed with a security firewall to be installed on the hosting server

Key deliverables

An established and functional website in place;

- Design of a data base web-portal to be used by NCF Secretariat
- Facility for Monitoring the website traffic/ analytics and provision of written monthly reports.
- Train selected staff at NCF on how to undertake routine content updates of the websites (news, information, the technical updates, etc.)
- Training of relevant NCF Secretariat officers on Content Management System management and maintenance operations as required
- Maintenance of the website for a period of 12 months
- Within the context of the maintenance period, provide regular technical website enhancements and ensure that all links and functionalities are fully operational and routinely updated.
-

Time frame

The Consultancy will run for 30 days between August and September 2015.

Consultancy Implementation Arrangements

The Consultant will;

- Report to Secretary NCF/Secretary Electoral Commission and a taskforce team constituting representatives from NCF Secretariat, UNDP Governance and Communications units.
- Work from his/her premises
- Will use his/her transport during the exercise
- Will be introduced to the members of NCF for consultation during the design and development of the website.
- This design and development of the website will be carried out within Kampala.

Required Qualifications, Experiences and Competencies

Qualifications:

NCF through UNDP is seeking the services of a national consultancy firm with experience in designing and developing websites. The selected company must provide the services of three full time Staff: Team Leader and 2 assistants in areas of webs programming, graphics and data base design.

Team Leader requirements

- A bachelor degree in Computer Science, IT, or related field with additional professional certifications for web designer/developer;
- At least 5 years of relevant professional extensive experience in web development, graphic design and implementation of information rich, user-friendly and large websites
- Extensive experience with CMS, including experience in both commercial and Open Source Systems
- Strong knowledge in web server technologies
- Advanced proficiency with HTML, DHTML including style sheets, templates, complex tables and image maps;
- Strong knowledge of database development platforms including MySQL, SQL server
- Should have knowledge of JavaScript and a good understanding of cross browser compatibility issues;
- Must possess working knowledge of basic composition of page layout, art and office/web
- Knowledge of W3C standards such as XHTML, accessibility standards, content sharing standards such as RSS/RDF and Open Archives Initiative.

Experience

- Proven experience in leading and coordinating teams of consultants and meeting predefined deliverables by the required deadline
- Proven experience in report writing and drafting

2 Assistants (2)

- A degree in Computer Science, IT, or related field with additional professional certifications for web designer/developer
- At least 3 years of relevant professional extensive experience in web development, graphic design and implementation of information rich, user-friendly and large websites
- Advanced proficiency with HTML, DHTML including style sheets, templates, complex tables and image maps;
- Strong knowledge in web server technologies
- Strong knowledge of database development platforms including MySQL, SQL server
- Should have knowledge of JavaScript and a good understanding of cross browser compatibility issues;
- Must possess working knowledge of basic composition of page layout, art and office/web
- Knowledge of W3C standards such as XHTML, accessibility standards, content sharing standards such as RSS/RDF and Open Archives Initiative.

Experience

- Proven experiencing in working and leading team work with consultants and delivering results on agreed time line
- Proven ability in reporting and drafting

Competencies

- Excellent design, analytical and drafting skills
- Excellent written and oral communication skills and ability to communicate results in a clear manner
- Ability to act professionally and flexibility to engage with government officials and representatives of various political parties

Language Requirements

- Fluency in oral and written English

Price Proposal and Schedule of Payments

Payment shall be in three fold; 40% down payment on presentation of a draft design website for review by Secretary NCF and UNDP Governance and Communication Units, 10% after submitting a revised website and 50% after submission of final design website that has been approved by Secretary NCF and UNDP Governance and Communication Units. These shall be all inclusive and the contract price is fixed regardless of the changes in the cost components.

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL⁴

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider (Please pay particular attention to this area /submit all required documents as requested)

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) Certificate of registration of organization – Registration Papers*
- c) Tax Registration, Tax Payment Certification etc.*
- d) Latest Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- e) Track Record – list of clients which organization provided similar services, indicating description of contract scope, contract duration, contract value, contact references;*
- f) 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, work plan, 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

⁴This serves as a guide to the Service Provider in preparing the Proposal.

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

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 accordingly;*
- 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 PROPOSAL⁶*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)*

[Insert: Location].

[Insert: Date]

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

Dear Sir/Madam:

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Presentation of a draft website	40	
2	Submission of a revised website after receiving feedback	10	
3	Submission of a final website and approved by NCF and Governance and Communication Units	50	
	Grand Total	100%	

*This shall be the basis of the payment tranches

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

Description of Activity	Remuneration per Unit of Time (per day)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
a. Team Leader		15 days		
b. Assistants		15 days		
c. Communication (use applicable Internet & Voice Bundles for the specified duration)		30 days		
d. Stationery, reproduction		1		
e. Local Transportation as applicable		1		
Grand Total				

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

[Designation]

[Date]

⁶This serves as a guide to the Service Provider in preparing the Proposal.⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Breakdown of Cost components by deliverables **(The Total Amount in this table must be equal to that in tables B and C)**

	Deliverables <i>[list them as referred to in the RFP]</i>	Total Amount per category	Price <i>(Lump Sum, All Inclusive)</i>
1	Presentation of a draft website Indicate how much will go for each category: <ul style="list-style-type: none"> a. Team Leader b. Assistants (2) c. Communication (Voice/internet bundles) d. Local Transportation e. Stationery 		40%
2	Submission of a revised website after receiving feedback Indicate how much will go for each category: <ul style="list-style-type: none"> a. Team Leader b. Assistants (2) c. Communication (Voice/internet bundles) d. Local Transportation Stationery		10%
3	Submission of a final website and approved by NCF and Governance and Communication Units Indicate how much will go for each category: <ul style="list-style-type: none"> a. Team Leader b. Assistants (2) c. Communication (Voice/internet bundles) d. Local Transportation Stationery 		50%
	Grand Total		

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

13.2.2.2any 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:

othing 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.