

REQUEST FOR PROPOSAL (RFP)

| NAME & ADDRESS OF FIRM | DATE: April 7, 2017 |
|------------------------|--------------------------------------|
| | REFERENCE: 2017/PROC/UNDP-MMR/PN/025 |

Dear Sir / Madam:

We kindly request you to submit your Proposal for Participatory Review and Strategic Planning Support to Myanmar's National Network of Rural Women.

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

Proposals may be submitted on or before Monday, May 08, 2017 via email, courier mail to the address below:

United Nations Development Programme

No. 6, Natmauk Road, Tamwe Township Ref: 2017/PROC/UNDP-MMR/PN/025 bids.mm@undp.org

Your Proposal must be expressed in the English, 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. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nasantuya Chuluun Operations Manager

4/7/2017

Description of Requirements

| Context of the Requirement | Myanmar's National Network of Rural Women (a national association of Federated Self-Reliant Groups and their Township Leading Groups) was formed in October 2015 with support of UNDP. After its first year of operations, the National Network has developed recognizable strengths including well-organized and well-functioning federation structures to the grassroots that impact directly on rural women's lives, providing opportunities for rural women's social and economic empowerment and increasing their exposure to information and participation in local governance and local development. The formation of the National Network and creation of iWomen mobile app have significantly increased members' interactions for information exchange, peer support and peer fellowship across states and regions, and an organic and well-grounded national identity-formation process of the Network and the Self-Reliant Group movement is ongoing. Among the challenges facing the National Network are a continued dependence on UNDP support and funding at the national and local levels, as well as fundamental questions related to the National Network's longer term vision, focus, and strategic path. UNDP is currently seeking an organization to support the participatory review and strategic planning process for the Network, to guide the UNDP and the National Network in its further institutional capacity development as well as partnership strategy and resource mobilization. |
|--|--|
| Implementing | National Network of Rural Women (May Doe Kabar) |
| Partner of UNDP | |
| Brief Description of the Required Services | To design and lead the process by which UNDP and the National Network can undertake a participatory assessment of existing capacities and aspirations of the National Network; to analyze strategic opportunities and design and facilitate a participatory strategic planning process resulting in reconfirmation and/or revision of the long term objectives of the National Network; to draft a medium term capacity development and institutional development strategy and (costed) action plan; and to devise a related partnership strategy and plan including recommendations for UNDP support and/or exit along with other identified partnership support. |
| List and Description of Expected Outputs to be Delivered | Detailed proposal outlining the major steps of how all the objectives will be delivered. Implementation of agreed steps for participatory assessment and strategic planning process, and scoping of partnership support, is carried out with UNDP programme and National Network in-country, and resulting in initial findings and recommendations presented. Assessment of capacities and interests/aspirations; medium-term Capacity Development and Institutional Development Strategy and (costed) Action Plan; and Partnership Strategy, are produced. |
| Person to Supervise the Work/Performan | Programme Specialist- Civil Society and Media |

| ce of the Service Provider | | | | | |
|--|--|---|---|--|--------------------|
| Frequency of Reporting | Monthly, with specific additional updates as needed on request. | | | | |
| Progress Reporting | | | 1.2.1. | | |
| Requirements | | | | | |
| | | | | | |
| Location of work | | r's Location | | | |
| Expected | 4 months | | | | |
| duration of work | | | 188 | | |
| Target start date | 15 May 2017 | | | | |
| Latest | 31 August 2017 | | | | |
| completion date | | | | | |
| Travels Expected | Destination/s | Estimated Duration | Brief Description of Purpose of the Travel | Target Date/s | |
| | | • | | | |
| | | | | | |
| | deliverables date UNDP discussion representatives | proposed in line with es. Expected to underto on and partnership coming from around tings taking place in | ake 2-3 in-country moscoping, with the country to Yang | issions to Yangon National Netw gon for participat | for ork tory |
| Special Security Requirements | □ Security Clearance from UN prior to travelling ☑ Completion of UN's Basic and Advanced Security Training □ Comprehensive Travel Insurance □ Others [pls. specify] | | | | |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal) | ☑ Land Transpo☑ Others Nation will serve as lead Network as well interpreter/trans | and facilities whilst in retation hal team assistance cod national team members supporting documents as supporting documents and other stakes | ensisting of (1) Natio per and key liaison w entation of informat oport for meetings a | ith the National ion gathered; (1) | |
| Implementation Schedule indicating breakdown and timing of activities/sub- activities | ⊠ Required □ Not Required | | | | |

| Names and curriculum vitae of individuals who will be involved in completing the services | ⊠ Required ☐ Not Required | | | |
|---|--|---------------------------------|--------------------------------|---|
| Currency of Proposal | ☑ United States Dol☐ Euro☑ Local Currency | | | |
| Value Added Tax on Price Proposal | ✓ must be inclusive☐ must be exclusive | | | |
| Validity Period of Proposals (Counting for the last day of submission of quotes) | validity of the Prop | osal beyond who then confirm | at has been in the extensio | the Proposer to extend the nitially indicated in this RFP. on in writing, without any |
| Partial Quotes | ☑ Not permitted ☐ Permitted | | | |
| Payment Terms | Outputs 1.Mobilization | Percentage | Timing On signing | Condition for Payment Release Within thirty (30) |
| | 2.Detailed proposal outlining the major steps of how all the objectives will be delivered 3.Implementation | 20% | of contract 7 June 2017 | days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the |
| | of agreed steps for participatory assessment and strategic planning process, and scoping of partnership support, is carried out with UNDP programme and National Network in-country, and | | 2017 | outputs; and b) Receipt of invoice from the Service Provider. |

| | resulting in initial findings and recommendations presented 4. Assessment of and aspirations; medium-term Capacity Development and Institutional Development Strategy and (costed) Action | ugust |
|--|--|---|
| | Plan; and Partnership Strategy, are | |
| Person(s) to review/inspect/ approve outputs/complet ed services and authorize the disbursement of payment | Programme Specialist-Civil Society and Medi | ia |
| Type of Contract to be Signed | □ Purchase Order ☑ Institutional Contract (or) ☑ Contract for Professional Services □ Long-Term Agreement □ Other Type of Contract | |
| Criteria for Contract Award | □ Lowest Price Quote among technically resident to be a seed on the 7 weight distribution) ☑ Full acceptance of the UNDP Contract Ge This is a mandatory criteria and cannot be deservices required. Non acceptance of the GT rejection of the Proposal. | 0% technical offer and 30% price neral Terms and Conditions (GTC). eleted regardless of the nature of |
| Criteria for the Assessment of Proposal | Technical Proposal (70%) ☑ Expertise of the Firm 20% ☑ Methodology, Its Appropriateness to the Implementation Plan 20% ☑ Management Structure and Qualification | |
| | Financial Proposal (30%) To be computed as a ratio of the Proposal's operation of the Proposal (30%). | offer to the lowest price among the |

| UNDP will award the contract to: | ☑ One and only one Service Provider ☐ One or more Service Providers, depending on the following factors : |
|---|---|
| Annexes to this RFP | ☑ Form for Submission of Proposal (Annex 2) ☑ General Terms and Conditions / Special Conditions (Annex 3)¹ ☑ Detailed TOR ☑ Reference documents located in the following URL link: https://www.dropbox.com/sh/k4zdjiskkpvrcoa/AAA5yVBUWvwvSyeTLJBw7BS 8a?dl=0 |
| Contact Person for Inquiries (Written inquiries only) ² | Moung Kee Aung Procurement analyst moung.kee.aung@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Other Information [pls. specify] | |

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC)

may be grounds for disqualification from this procurement process.

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

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL3

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- 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.

The technical proposal includes:

- An outline of the approach to achieving the objectives;
- A preliminary work plan for the assignment, indicating a timeline;
- A proposal for composition of the team in relation to the approach and preliminary work plan (see

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- further qualifications of key personnel requirements below)
- Sample(s) of prior report done for UN or other international agency/organization in the past three years, demonstrating the range and skills of the team and organization as relevant to this assignment
- At least 2 References with contact details

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

| | Deliverables [list them as referred to in the RFP] | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|---|---|---|---------------------------------------|
| 1 | Mobilization support | 10% | |
| 2 | Detailed proposal outlining the major steps of how all the objectives will be delivered | 20% | |
| 3 | Implementation of agreed steps for participatory assessment and strategic planning process, and scoping of partnership support, is carried out with UNDP programme and National Network in-country, and resulting in initial findings and recommendations presented | 40% | |
| 4 | Assessment of capacities and aspirations; medium-term Capacity Development and Institutional Development Strategy and (costed) Action Plan; and Partnership Building Strategy, are produced. | 30% | |
| | Total | 100% | |

^{*}This shall be the basis of the payment tranches

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

| Description of Activity | Remuneration per Unit of Time | Total Period of Engagement | No. of Personnel | Total Rate |
|------------------------------|-------------------------------|-------------------------------|---------------------|------------|
| I. Personnel Services | per orange rame | | 1 6.50 | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Experts | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| III. Other Related Costs | | | | |

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted

material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 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.
- 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

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.

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.

Terms of Reference



PARTICIPATORY REVIEW AND STRATEGIC PLANNING Resilien SUPPORT TO MYANMAR'S NATIONAL NETWORK OF RURAL WOMEN

Background

UNDP has been working with women's Self Reliant Groups (SRGs) and their federations in different ways for the past two decades. Under its earlier Human Development Initiative (HDI), UNDP supported the formation and training of SRGs as women's community/village-based savings circles to promote livelihood initiatives, access to credit, and improved skills and strengthening of social capital particularly of poor and disadvantaged rural women.

A typical SRG is comprised of approximately 10-15 women with close affinity, who contribute weekly savings to establish group owned 'common funds', which are then built up to a sustainable level and leant out for livelihood investments (e.g. purchase of tools), urgent family consumption needs (e.g. health or education). In addition, and given sufficient funds and consensus in the group groups also support small community development projects (e.g. building access roads). At the height of the HDI initiative, over 8,000 villages in 63 townships across Myanmar received assistance and more than 5500 SRGs were formed.

UNDP during the closing of the HDI program, provided interested groups with additional sensitization and support for cooperatives formation and for the process of SRGs to connect across villages to establish Cluster Leading Groups and up to Township Leading Groups (TLGs) as apex-level representative associations/federations of SRGs at Township level.

By 2014, 31 Township-level TLGs had formed voluntarily, involving almost half of the original 5500 SRGs.

In 2014, UNDP undertook an independent review to define a package of development assistance to sustain TLGs and the SRG movement on the long run. The review included participatory capacity assessment, capacity development exercises, and detailed analysis of the institutional development needs and short to medium term interventions that could be undertaken by UNDP to assist TLGs/SRGs to better interact with local authorities and other stakeholders to become active participants in the development processes in their communities and townships and to fully take over UNDP's role to support member SRGs in their mission. The review emphasized the potential of TLGs to play a role in Myanmar's democratic transition process, and recommended a series of institutional capacity development interventions including a grants scheme, management trainings for TLG leaders, peer-learning and experience sharing among TLGs, and the formation of a National Network of federated SRGs initially hosted within UNDP. (Report on *Enhancing Capacity Building Support to the Federations of the Self Reilant Groups* (April 2014)).

At present there are 31 TLGs serving 1800 SRGs in 8 States/Regions across Myanmar, including Ayeyarwady (8), Chin (6), Kachin (3), Kayah (1), Magway (4) Mon (2), Shan (4), and Rakhine (3). The individual TLGs provide ongoing guidance and support to between 20 and 140 SRGs each, working through subtownship "cluster groups". The TLGs provide financial management training and refresher

training on the SRG concept, as well as promoting new SRG formation and responding to member needs for vocational training and market linkages. In addition, each TLG is registered as a township level Association and implements small grants projects addressing wider women's empowerment, voice and representation needs in their areas. Project topics range from awareness raising on GBV and trafficking awareness, to psychosocial support and referral services to survivors, to advocacy for girls' education and improved maternal and child health, to gender-sensitive disaster risk response and risk management planning.

Since 2014. UNDP has implemented a support program for the Empowered Lives TLGs/SRGs based on these Resilient Nations recommendations. By October 2015, a participatory process of networking among TLGs and SRGs nationwide culminated in the inaugural formal establishment convention and Myanmar's National Network of Rural Women (May Doe Kabar) as the representative national association of all the federated TLGs/SRGs.

In 2016, the National Network's elected Board of Directors has advanced these objectives. They received official government registration

under the Association Law. They succeeded in raising operating funds (approximately \$30,000) from the member groups. With UNDP support, they promoted TLG leaders' knowledge and skills to initiate engagement in local development and local governance (e.g. through joint training alongside elected female Village Tract Administrators). Equally capacities for local responses to Gender-Based Violence were built up. Members of the Board have participated in national-level workshops and meetings on Disaster Risk Reduction among other topics and are increasingly representing *May Doe Kabar* at other national-level policy consultations. The National Network has a strong social media

presence and increasing visibility in traditional media, with multiple feature news broadcasts and reports on, e.g., MRTV, Mizzima, Channel News Asia, and the Myanmar Times. The National Network has also, with UNDP facilitation, extended its networks to initiate cooperation with UNFPA, UNWomen, INGOs and national CSOs, and private sector actors.

In March 2016, UNDP and the National Network publicly launched a mobile application for Myanmar, iWomen-Inspiring Women mobile app, which is supporting communications and peer support for women within the National Network as well as reaching out to the wider

The common vision of *May Doe Kabar* is to build a National Network that receives the recognition of the whole country and that can be relied on by the community, that can voice and respond to the current needs and long term aspirations of rural women; that promote the role and leadership skills of rural women in private sectors and in the law-making and peace-building processes; and contributes effectively to local development and gender equality, and builds linkages with national and international organizations to mobilize resources for the sustainable development of the network.

community of rural women in Myanmar. Working with a volunteer force of Myanmar tech youth, UNDP has in addition supported the National Network to provide training on IT and mobile skills for TLGs and their communities in rural areas across Myanmar, reaching to date at least 3000 villagers.

iWomen app was prototyped through commitment to Human Centered Design and iterative user-guided co-development, and offers functions to "Be Inspired", "Be Informed", "Be Together", "Talk Together", as well as individual and cooperative games.

Less than one year after its public launch, iWomen app has 8000 active users — approximately half of whom are members of

UNDP

SRGs, more than one-quarter of whom are members of similarly situated rural women's economic empowerment-based village groups supported by other development partners, and almost a quarter of whom are male. The highest concentration of users in a single state/region comes from Chin State—which is remarkable in that it is among Myanmar's poorest and most remote areas with some of its least developed tech corridors. *iWomen app* continues to be refined with plans to expand users' desired functionality including, e.g., additional market information and linkages, vocational and job information, and modernizing SRG financial management systems.

The National Network, after one year, has developed recognizable strengths and is facing challenges. Among its strengths is its well organized

and functioning federation structures through the TLGs and SRGs that impact directly on rural women's lives, providing opportunities for rural women's social and economic empowerment and increasing their exposure to information and participation in local governance and local development. The formation of the National Network and creation of *iWomen app* have significantly increased members' interactions for information exchange, peer support and peer

fellowship across states and regions, and an organic and well-grounded national identity-formation process of the Network and the SRG movement is ongoing. Among its challenges is a continued dependence on UNDP support and funding at the national and township level, including for technical support, secretariat, organizational and partnership development, communications and strategic support.

The National Network also is in a process of refinement of its strategic path as an organization and is looking into the development of a long term vision for the direction and core of its institutional development. Critical questions asked among the members, include:

- How to balance the role of the National Network in a way that continues to be responsive to both the finance/livelihood/vocational side of village-level SRG work, while deciding priorities among other potential roles for the organization (e.g. becoming a community-level project implementer for rural women's empowerment, rights awareness, participation in governance and development, women's ICT literacy, DRR and social protection, social cohesion and peacebuilding, etc.)?
- Can the National Network viably harness its potential to gather community-level information in rural remote areas, to engage in evidence-based research and potentially transform itself into an advocacy organization representing and promoting the interests and concerns of rural women in Myanmar?
- What role should the National Network play in supporting township level TLG operations and projects?
- What manageable strategy should the National Network prioritize in growing its membership? E.g., formation of new SRGs within existing TLG townships? federation of existing SRGs (or similarly situated women's village savings groups which may call themselves by different names) in additional townships? Should the Network, through iWomen app or otherwise, develop any line of membership with unfederated women's village savings groups that do not necessarily go through a township level TLG federation structure?
- ➤ How/should the National Network begin to differentiate among its members' needs and capabilities, to possibly develop differentiated strategies for members in different conditions, including possibly linking up with other existing actors?
- > What is the continued relevance and effectiveness of the current SRG village savings group model for financial inclusion and for poverty reduction within Myanmar's current development



- situation? In what ways can the Network become integrated with the rollout of Myanmar's Financial Inclusion Roadmap and/or other national poverty and rural development strategies?
- Against the background of formal microfinance expansion, and as Myanmar's development of national and international market linkages and other forces transform its rural economy, how should the Network's village savings group model modernize its systems and financial products to address niche needs of its current and potential members?
- For all the above questions and strategic recommended directions, what additional capacities are needed for the Network to realize its goals?

To assist the national network and the TLGs/SRGs to shape answers and strategic responses to these and other questions, and to undergo in a participatory and innovative way a strategic review and planning exercise, UNDP seeks the services of an experienced International Consultant. It will be critical that the process is designed and implemented in a way that gives the lead to the National Network and allows for in-built capacity development of its Board of Directors to lead a participatory process with members to develop and validate existing capacities, capacity building needs as well as long term strategic vision with their own members and to develop a strategy for key partnership building that will support the plans and vision that emerge.

Objectives/Scope of Work

Specific Objectives of the assignment are:

- Establish the status quo through a participatory Assessment of (a) capacities and (b) interests/aspirations, of the National Network as well as its township level TLG organizations and its SRG members
- Analyze, with reference to this participatory assessment and also with comparative international experience, strategic opportunities for the National Network, and develop options and scenarios for discussion for the National Networks future path
- Design and facilitate a participatory strategic planning process resulting in reconfirmation and/or revision of the long-term objectives of the National Network
- Draft a medium-term capacity development and institutional development strategy and accompanying (costed) action plan for the organizational and financial sustainability of the National Network and the TLGs
- Conduct scoping of potential partners (technical, financial, government, etc), and devise a
 practical and implementable partnership strategy for the above strategy and plan, including
 recommendations for UNDP support and/or exit along with other identified partnership
 support

Scope of Work

The primary responsibility of the contracted organization is to design and lead the process by which UNDP and the National Network can achieve the objectives above, enable UNDP and the National Network to take the resulting strategy and plans forward.

The contracted organization will work closely with UNDP's programme team. UNDP Myamar will provide national support needed to carry through the process, as follows: UNDP's National Coordinator for the National Network will serve as the lead national team member, among other things serving as key liaison with the National Network as well as supporting documentation of the



information gathered. UNDP will also provide the services of other national team member(s) or national consultants to provide translation and interpretation as well as logistical and administrative support in country.

Specifically, the contracted organization will be responsible for the following scope of work:

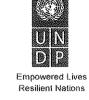
- 1. Based on desk review and initial discussions with the programme team, and drawing on comparative experience of regional/international federations of Self Reliant Groups, develop a detailed proposal outlining the major steps of how all the objectives will be delivered.
- 2. With the national team assistance (provided by UNDP as outlined above), lead the implementation in-country of the agreed steps and process for participatory assessment, strategic planning, development of medium term capacity & institutional development strategy and action plans, and development of partnership support.
- 3. Produce the associated written reports and documents including: Assessment of capacities and interests/aspirations; medium-term Capacity Development and Institutional Development Strategy and (costed) Action Plan; and Partnership Strategy for long term sustainability of the National Network including recommendations for UNDP support and/or exit along with other identified partnership support.

Expected Outputs, Delivery and Payment Schedule

| <u>Deliverable</u> | <u>Timeframe</u> | <u>Payment</u> |
|---|--------------------------------|----------------|
| 1. Mobilization support. | On Signing of Contract | 10% |
| 2. Detailed proposal outlining the major steps of how all the objectives will be delivered. | On or before 15 May 2017 | 20% |
| 3. Implementation of agreed steps for participatory assessment and strategic planning process, and scoping of partnership support, is carried out with UNDP programme and National Network in-country, and resulting in initial findings and recommendations presented. | On or before 20 July 2016 | 40% |
| 4. Assessment of capacities and interests/aspirations; medium- term Capacity Development and Institutional Development Strategy and (costed) Action Plan; and Partnership Strategy, are produced. | On or before 31 August 2017 | 30% |

Institutional Arrangements

The contracted organization will report to the Programme Specialist-Civil Society and Media, UNDP who will be responsible for approving the deliverables. During the course of this work the contracted organization will interact with the National Network's Board of Directors, Township level TLG leaders, and village level SRG representatives; as well as with relevant Government of Myanmar, INGOs, national NGOs and civil society networks, and Donors who are stakeholders in the partnership strategy development. The contracted organization will also work directly with UNDP team members, including UNDP National Coordinator for the National Network, who serves as the key national member of the team and liaison with the National Network; the iWomen app consultants; as well as other UNDP national programme staff and consultants. Based on the agreed



detailed methodology of major steps to achieve the objectives, UNDP will arrange to provide the needed national substantive, logistical and administrative support to the contracted organization to coordinate surveys/information gathering, meetings, workshops or other activities with the National Network and partnership stakeholders. UNDP with the National Network will also provide the needed financial support for local workshop costs including UNDP and participant travel, accommodations, living allowance, venue, supplies, etc. Translation/interpretation as needed will also be provided by UNDP.

The contracted organization will be responsible for its own team members' travel costs to and from Myanmar and for estimated costs of travel, local transportation, living allowance, accommodation, communications, etc.

Qualifications of the Successful Contractor

The contracted organization will have:

- Proven ability to successfully undertake participatory capacity assessment, strategic reviews, organizational development of grassroots organizations, ideally including organizational development of women groups
- Expertise in support of two or three levels of federated grassroots organizations, ideally including federated self-help groups and informal or registered cooperatives for revolving savings and loans
- Expertise in revolving funds, microfinance, microbusiness promotion and local economic development
- Conceptual understanding of poverty reduction and rural development strategies in developing country contexts, particularly including Myanmar and/or South Asia
- Applied understanding of innovation, empowerment approaches and gender equality
- Understanding and experience of applying relevant analytical frameworks, doing multiple stakeholder analysis and conducting assessments of the enabling environments

Staffing and Technical Expertise:

The contracted organization should have a team of at least 2 international members with at least the following composition:

- One team leader who will lead the participatory processes and guide the team to produce the objectives and deliverables
- One team member who will provide additional expertise and support as identified in the proposal methodology
- There may be provision for an additional team member for a short period for a specialised input if needed

The total person-days for the international team members is estimated at 60 total person-days.

The team leader will have the following qualifications:

- Advanced University Degree (minimum Master's Level) in economics, development, business, gender or other relevant area.
- At least 15 years post Master's relevant practical working experience at the national and international level; including multiyear working experience with organizational development of grassroots organizations, ideally including organizational development of women groups;



- Previous experiences in participatory institutional capacity assessments and inclusive strategic planning processes of grassroots organizations;
- Strong analytical capacity, including the ability to analyze and articulate differences of positions among a large number of stakeholders and develop acceptable solutions;
- Full working knowledge of English, including excellent writing and communication skills.

As between the team leader and the other proposed team member(s), the following experience and expertise is required of the team:

- Multiyear working experience in support of self-reliant groups (SRGs) or similar village-based revolving savings and loans groups;
- Experience in the federation process and long term-strategic planning and capacity development
 of federations of self-reliant groups, grassroots women's groups, or other similar groups, in a
 comparative setting;
- A good understanding and/or practical experience on revolving funds, microfinance, microbusiness promotion and local economic development;
- Conceptual understanding of poverty reduction and rural development strategies level in developing country contexts;
- Applied understanding of innovation, empowerment approaches and gender equality;
- Previous experience of working in South Asia and/or Myanmar
- · Full working knowledge of English

Selection of Contractor

The contracted organization will be selected through a competitive process. The contract price is a fixed output-based price. Payments will be made upon delivery of outputs in accordance with the delivery and payment schedule in this ToR. In the computation of the contract price the contractor must include the following cost components: professional fees for staff, travel allowance for staff, daily allowance for staff in Myanmar. Templates are provided in the annex. All quotations should be in USD.

Evaluation of proposals

Proposals will be evaluated based on the combined scoring methods, whereby the technical proposal will be weighted 70% and the financial proposal will be weighted 30%:

Presentation of Proposal

The offeror must submit a technical proposal and a financial proposal in English language. A template for the financial proposal is attached in the Annex.

The technical proposal includes:

- An outline of the approach to achieving the objectives;
- A preliminary work plan for the assignment, including a timeline;
- A proposal for the composition of the team with CVs of the team leader and team member(s);
- Sample(s) of prior report done for UN or international agency/organization in the past three years, demonstrating the range and skills of the team and organization as relevant to this assignment
- References with contact details

The financial proposal includes:



- The overall proposal should be broken down by deliverables in line with the delivery and payment schedule
- Professional fees should be broken down by person-days per proposed team member and include travel/transport and living allowance for person-days spent in Myanmar.

TOR Prepared by:

Allison Moore

Programme Specialist- Civil Society and Media (Output 2 Lead)

Date:

2-3March 2017

TOR Approved by:

Christian Hainzl

Pillar 1, Local Governance Programme

Date:

March 201