

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: April 21, 2017		
	REFERENCE: 2017/PROC/UNDP-MMR/032		

Dear Sir / Madam:

We kindly request you to submit your Proposal for the "Implementation of subnational consultation workshops for National REDD+ (Reducing Emission from Deforestation and Forest Degradation) Strategy development process".

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

Proposals may be submitted on or before Friday, May 05, 2017 and via courier mail or eamil to the address below:

Address: United Nations Development Programme (Myanmar)

No. 6, Natmauk Road, Tamwe Township, Yangon

Operations Manager

Reference: 2017/PROC/UNDP-MMR/032

Email: bids.mm@undp.org

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

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

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

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

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

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

4/20/2017

Description of Requirements

Context of the Requirement	Myanmar became a partner country of the UN-REDD Programme in December 2011, and received support to develop a REDD+ Readiness Roadmap that was finalized in 2013. From 2014 onwards, the Programme provided initial support to implement the widely consulted roadmap. In November 2015, the 15th Meeting of the UN-REDD Policy Board approved the country's request for a National Programme, with full implementation commencing in January 2017. The UN-REDD Myanmar Programme seeks to support the development of national capacities and institutions during the readiness phase of REDD+ under the UNFCCC (United Nations Framework Convention on Climate Change) and includes five major outcomes: Outcome 1: Relevant stakeholders engaged and their capacities developed, Outcome 2: National institutions have capacity to implement effective and participatory governance arrangements for REDD+, Outcome 3: REDD+ safeguards defined and national safeguards information system developed Outcome 4: Development of Myanmar's national forest monitoring system (NFMS) and preliminary forest RELs/RLs (Reference Emission Levels/Reference Levels) supported, Outcome 5: National REDD+ Strategy developed. In September 2015, a drivers of deforestation and forest degradation study started, concluding with a subnational consultation workshop at the end of January 2017. The findings from this study, and the initial identification of drivers in the roadmap, informed the development of a draft national REDD+ strategy (NRS) with a list of potential policies and measures (PaMs) to address these drivers. As the NRS will have broad implications in the country, feedback from key stakeholders is crucial not only to ensure feasibility and effectiveness of proposed PaMs against Myanmar's overarching development goal of becoming a modern, developed and democratic nation by 2030, but also to determine preliminary potential risks and benefits, and related mitigation actions in the implementation phase. This consultancy seeks a non-governmental organization that can coordina
Implementing Partner of	Direct Implementation by UNDP (Project- ID. 00098442)
UNDP	
Brief Description of the	Three days consultation workshop will have to be conducted at the capital
Required Services	of each 15 states/regions in Myanmar. The participants will be from

	relevant line agencies (up to district level), representatives from state/regional government, representatives from state/regional parliament, academia, local CSOs and NGOs in each state/region. For the 1st day of the workshop, the participants will be wider audience (around 70) and for the actual consultation components of the workshop (2nd and 3rd day), the no. of participants will be reduced to around 50 for each workshop. (Please see in attached TOR for detailed descriptions)					
List and Description of Expected Outputs to be Delivered		(Please see in attached TOR)				
Person to Supervise the Work/Performance of the Service Provider	(Please see in at	tached TOR)				
Frequency of Reporting	[Please see in at	tached TOR]				
Progress Reporting Requirements	Please see in att	ached TOR				
Location of work	At capitals of 15 States/Regions in Myanmar (Pathein, Dawei, Yangon, Mawlamyaing, Hpa-an, Loikaw, Hakha, Sittway, Bago, Nay Pyi Taw, Mandalay, Magway, Monywa, Taunggyi, Myitkyina)					
	☑ At Contractor'	's Location				
Expected duration of work	6.5 months					
Target start date	01 June, 2017					
Latest completion date	15 Dec, 2017					
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s		
	deliverables. Exp	pect to have a visit	proposed methodolo to the capital of eac en visit (at least 3 tim	ch state/regio	_	
Special Security Requirements	⊠ N/A					
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☐ Office space a☐ Land Transpo☐ ☑ Not provided					
Implementation Schedule indicating breakdown and	☑ Required☐ Not Required					

timing of activities/sub- activities							
Names and curriculum vitae of individuals who will be involved in completing the services	☑ Required ☐ Not Required						
Currency of Proposal	☑ United States Dollars☑ Local Currency (Kyats) for Local	United States Dollars Local Currency (Kyats) for Local Firm					
Value Added Tax on Price Proposal	■ must be inclusive of VAT and other applicable indirect taxes□ must be exclusive of VAT and other applicable indirect taxes						
Validity Period of Proposals (Counting for the last day of submission of quotes)	 ☐ 60 days ☑ 90 days ☐ 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal. 						
Partial Quotes	☑ Not permitted ☐ Permitted						
Payment Terms	Outputs Upon submission of the - Work plan of the assignment - List of stakeholder groups to be invited to each workshop Upon submission of one-page briefs of key feedback for each consultation workshop - For 1st 5 workshops - For 2nd 10 workshops Final report	Percentage 20% 35% 30% 15%	After 2 weeks of signing contract After 11 weeks of signing contract After 23 weeks of signing contract After 26 weeks of signing contract After 26 weeks of signing contract	Condition for Payment Release Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.			
Person(s) to review/inspect/ approve outputs/completed	The 20% of advanced payment will be made before submission of workplan National Programme Coordinator, UN-REDD Programme						

services and authorize the disbursement of payment	
Type of Contract to be	☐ Purchase Order
Signed	☐ Institutional Contract
	☑ Contract for Professional Services
	☐ Long-Term Agreement (if LTA will be signed, specify the document
	that will trigger the call-off. E.g., PO, etc.)
	☐ Other Type of Contract [pls. specify]
Criteria for Contract	☐ Lowest Price Quote among technically responsive offers
Award	☑ Highest Combined Score (based on the 70% technical offer and 30%
	price weight distribution)
	☐ 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.
Criteria for the	Technical Proposal (70%)
Assessment of Proposal	☑ Expertise of the Firm 40%
	■ Methodology, Its Appropriateness to the Condition and Timeliness of
	the Implementation Plan 30%
	☑ Management Structure and Qualification of Key Personnel 30%
	Financial Proposal (30%)
	To be computed as a ratio of the Proposal's offer to the lowest price
	among the proposals received by UNDP.
UNDP will award the contract to:	☑ One and only one Service Provider
Annexes to this RFP	▼ Form for Submission of Proposal (Annex 2)
	☑ General Terms and Conditions / Special Conditions (Annex 3)
	☑ Detailed TOR [Annex 4]
	☐ Others <i>[pls. specify]</i>
Contact Person for	Kyaw Win Htun
Inquiries	Procurement Assistant
(Written inquiries only)	kyaw.win.htun@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.	N/A
specify]	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[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.;
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

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

¹ This serves as a guide to the Service Provider in preparing the Proposal.

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

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
- c) 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	Upon submission of the - Work plan of the assignment List of stakeholder groups to be invited to each workshop	20%	
2	Upon submission of one-page briefs of key feedback for each consultation workshop - For 1 st 5 workshops - For 2 nd 10 workshops	35% 30%	
3	Final Report	15%	
	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	Total Period of	No. of	Total Rate
	per Unit of Time	Engagement	Personnel	
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
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]

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.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - **13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia 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.
- 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

Implement subnational consultation workshops for National REDD+ (Reducing Emission from Deforestation and Forest Degradation) Strategy development process

Level	1 NGO				
Practice Area:	Capitals of 15 States/Regions (Dawei, Pathein, Yangon, Mawlamyaing, Hpa-an,				
	Loikaw, Hakha, Sittway, Bago, Nay Pyi Taw, Mandalay, Magway, Monywa,				
	Taunggyi, Myitkyina)				
Duration:	110 days (1 June 2017 – 15 Dec, 2017)				
Duty Station:	Yangon with travel to the capital of each state/region (15 in total)				
Supervisor:	Programme Coordinator, UN-REDD				
Output(s)	Outcome 5, Output 5.1				

I. Background

Myanmar became a partner country of the UN-REDD Programme in December 2011, and received support to develop a REDD+ Readiness Roadmap that was finalized in 2013. From 2014 onwards, the Programme provided initial support to implement the widely consulted roadmap. In November 2015, the 15th Meeting of the UN-REDD Policy Board approved the country's request for a National Programme, with full implementation commencing in January 2017.

The UN-REDD Myanmar Programme seeks to support the development of national capacities and institutions during the readiness phase of REDD+ under the UNFCCC and includes five major outcomes:

Outcome 1: Relevant stakeholders engaged and their capacities developed

Outcome 2: National institutions have capacity to implement effective and participatory governance arrangements for REDD+

Outcome 3: REDD+ safeguards defined and national safeguards information system developed

Outcome 4: Development of Myanmar's national forest monitoring system (NFMS) and preliminary

forest RELs/RLs supported

Outcome 5: National REDD+ Strategy (NRS) developed

In September 2015, a drivers of deforestation and forest degradation study started, concluding with a subnational consultation workshop at the end of January 2017. The findings from this study, and the initial identification of drivers in the roadmap, informed the development of a draft national REDD+ strategy (NRS) with a list of potential policies and measures (PaMs) to address these drivers. As the NRS will have broad implications in the country, feedback from key stakeholders is crucial not only to ensure feasibility and effectiveness of proposed PaMs against Myanmar's overarching development goal of becoming a modern, developed and democratic nation by 2030, but also to determine preliminary potential risks and benefits, and related mitigation actions in the implementation phase.

This consultancy seeks a non-governmental organization that can coordinate and facilitate 3 days subnational consultation workshops across multiple states and regions for the draft national REDD+

strategy. The organization is also expected to deliver one day awareness raising and introductory session on REDD+ during the 3 days workshop.

II. Scope of Work

Three days consultation workshop will have to be conducted at the capital of each 15 states/regions in Myanmar. The participants will be from relevant line agencies (up to district level), representatives from state/regional government, representatives from state/regional parliament, academia, local CSOs and NGOs in each state/region. For the 1st day of the workshop, the participants will be wider audience (around 70) and for the actual consultation components of the workshop (2nd and 3rd day), the no. of participants will be reduced to around 50 for each workshop.

Under the guidance of UN-REDD Programme, the contracted organization will have to undertake the following main activities.

				Tim	e Fram	е		
No.	Activities	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Work plan for the assignment	X						
2.	Prepare existing awareness-raising materials in REDD+ for use in the workshop.	Х						
3	Identification of relevant stakeholders for the states and regions	Х						
4	Subnational consultation workshops (15 in total) (detailed description can be seen at Annex)	Х	Х	Х	Х	Х	Х	
5	Brief summary of key feedback for each consultation workshop	Х	Х	Х	Х	Х	Х	
6	Draft report							Х
7	Final report							Х

Detailed list of tasks:

<u>Implement subnational consultation workshops for National REDD+ Strategy development process</u> In close consultation with UN-REDD Programme Management Unit (PMU), the service provider will:

- Use existing awareness-raising materials provided by PMU related to introduction of REDD+ under the UNFCCC, and its development in Myanmar to be presented during the subnational consultation workshops;
- b) Identify relevant stakeholders;
- c) Conduct preparatory discussions with each host region or state to ensure common understanding of the objectives; and

- a) Design appropriate consultation process including awareness raising session and a list of guiding questions to assess the feasibility of the PaMs against the drivers; guide discussion on their potential benefits and risks; recommend how the proposed national PaMs could be improved in light of the region and state contexts.
- b) Facilitate subnational consultation workshops; and
- c) Prepare brief summary of key feedback after each consultation workshop.

Prepare draft report:

- a) Document steps taken, key observations and feedback for the proposed PaMs against the drivers; and
- b) Submit to the PMU.

Revise draft report and prepare final report

- a) Revise report based on review comments received; and
- b) Submit final version, together with list of participants.

III. Duration

6.5 months (1 June – 15 Dec, 2017)

IV. Competency Requirements:

The contracted NGO shall meet the following criteria:

- Registered with the Government of Myanmar (GoM);
- Demonstrated experience in natural resource management and REDD+;
- Demonstrated good working experience with the GOM, CSO and Ethnic Nationalities organizations; and
- Good networking, communication and facilitation skills.

V. Deliverable

The following deliverables need to be provided during and at the end of the prescribed period of duration.

No.	Expected delivery/outputs	Time Frame
1	Work plan for the assignment	Within one week of contracting
2	Draft list of relevant stakeholders for the states and regions	Within 2 weeks of contracting
4	Brief summary of key feedback after each consultation workshop	
	- For 1 st 5 states/regions	Within 11 weeks of contracting
	- For 2 nd 10 states/regions	Within 23 weeks of contracting
5	Draft report	After 24 weeks of contracting
6	Final report	After 26 weeks of contracting

VI. Proposal Details

The organizations registered in Myanmar are invited to submit technical and financial proposals. The technical proposals should contain the following information:

- 1) Short description of understanding of the TOR of this assignment;
- 2) Methodology and approach to accomplish the outputs of the project;
- Scope of work including specific activities and outputs to be undertaken completing the sets of deliverables;
- 4) Expertise that will constitute the proposed team that will undertake the assignment, together with the team management structure, with clear specification of the roles of individual personnel;
- 5) Capacity statement of the individuals, team/organization, supported by documentation of research papers;
- 6) Curriculum vitae of key team members including project management staff and technical experts being proposed by the research team/organization; and
- 7) Work plan including time allocations for major activities.

The financial proposal shall contain the information on budget management and detail budget allocation for those tasks that are needed for the assignment. Possible budget heading may include costs for the personnel, materials, travel, per diem, communications, logistics, administration, stationeries, equipment rental, administrative overheads, etc.

Organizations are requested to provide registration certificates/ documents and firms'/organizations' detailed bank information with the proposals.

VII. Evaluation Criteria

Organization will be evaluated based on the following methodology:

Cumulative Analysis

The award of the contract shall be made to the organizations whose offer has been evaluated and determined as;

- 1) Responsive/compliant/acceptable, and
- 2) Having received the highest score
 - \cdot Technical Criteria weight: 70 %
 - · Financial Criteria weight: 30%

The technical proposals will be evaluated as per the following criteria.

- · Expertise of organizations: 40%
- · Proposed Work Plan and Approach: 30%
- · Personnel: 30%

No.	Description	Score
1	Expertise of Organization	40

	1.1	Reputation and experience of the organization	25				
	1.2	General organizational capability					
2		Proposed Work plan and Approach 3					
	2.1	Understanding the task	5				
	2.2	Appropriate conceptual framework and methodology used	10				
	2.3	Defined scope of tasks 10					
	2.4	Work plan	5				
3		Management Structure and qualifications of key personnel	30				
	3.1	Completeness of the team composition	15				
	3.2	Professionals' qualifications and competence for the assignment 15					
		Total	100				

Only those organizations obtaining a minimum of 70% in the technical evaluation will be considered for the financial evaluation.

VIII. Payment Terms

Payment for contracted organization will be made upon certification of work accomplished and delivered by the contracted organization. The payment installments will be as follows:

No.	Deliverable					
1	Upon submission of the					
	- Work plan of the assignment					
	- List of stakeholder groups to be invited to each workshop					
3	Upon submission of briefs summary of key feedback for each consultation					
	workshop					
	- For 1 st 5 states/regions	35%				
	- For 2 nd 10 states/regions	30%				
5	Final report	15%				

The 20% of advanced payment will be made after signing the contract and it will be deducted from each delivery of payment terms.

Annex

Detailed description for sub-national consultation workshop

		Duration of		No. of	Tentative list of Invitees
Activities	Target	each	Location	participants	
		workshop			
6 1 1	45	2.1	A	A 1 70	
Conduct	15	3 days	At the capital of each 15	Around 70 for 1st day	1st day:
sub-national consultation	worksh	(1st days for awareness	states/regions	TOT ISLUAY	State/Regional Level: Representatives from State/Regional Government and Parliament,
workshops	ops	raising	(see below		representatives of all line department, local
WOI KSHOPS		session and	description)		CSOs/NGOs, private sectors and media.
		2 nd & 3rd day	acsemption,		District Level : one representative from district
		for REDD+			Forest Department, Agriculture Department,
		strategies			Mining Department, Land Management and
		consultation			Statistics Department (LMSD) and General
		session)			Administrative Department (GAD).
				Around 50	2nd and 3rd day:
				for 2nd and	State/Regional Level: Representatives from
				3rd day	State/Regional Government and parliament, local
					CSOs/NGOs, private sectors, Forest Department,
					Dry Zone Greening Department (DZGD), Environmental Conservation Department (ECD),
					Agriculture Department, Livestock Department,
					Fishery Department, General Administrative
					Department (GAD), Mining Department, Rural
					Development Department, Land Management and
					Statistics Department (LMSD), Irrigation
					Department, Department of Border Affair,
					Department of Electric Power, Planning
					Department, Information and Public Relation
					Department, Department of Social Welfare.
					District Level : one representative from district Forest Department, Agriculture Department,
					Mining Department, Land Management and
					Statistics Department (LMSD) and General
					Administrative Department (GAD).
			Dawei	65	1 st day:
					Regional Level: 3 representatives from Gov., 3 from
					parliament, 8 from CSO/NGO, 4 from private
					sectors and media, 32 line agencies
					District Level: 3 district (1X5 line dept.)
				45	2 nd and 3 rd Day:
					Regional Level: 2 from Gov., 2 from parliament, 4
					CSO/NGO, 4 private sectors, 18 line agencies
					District Level: 3 districts (1X5 line dept.)
			Pathein	70	1 st day:
					Regional Level: 3 representatives from Gov., 3 from
					Parliament, 5 from CSO/NGO, 4 from private
1		l			sectors and media, 25 from line agencies

Activities	Target	Duration of each workshop	Location	No. of participants	Tentative list of Invitees
				50	District Level: 6 districts (1X5 line dept.) 2 nd and 3 rd Day: Regional Level: 2 from Gov., 2 from parliament, 2 CSO/NGO, 2 private sectors, 12 line agencies District Level: 6 districts (1X5 line dept.)
			Yangon	70	1st day: Regional Level: 3 representatives from Gov., 3 from Parliament, 20 from CSO/NGO, 7 from private sectors and media, 27 from line department District Level: 2 districts (1X5 line dept.) 2nd and 3rd Day: Regional Level: 2 from Gov., 2 from parliament, 12 CSO/NGO, 4 private sector, 18 line agencies
			Mawlamyaing,	63	District Level: 2 District (1X5 line dept.) 1st day: State Level: 3 representatives from Gov., 3 from Parliament, 8 from CSO/NGO, 4 from private sectors and media, 35 line agencies
				40	District Level: 2 district (1X5 line dept.) 2 nd and 3 rd Day: State Level: 2 from Gov., 2 from parliament, 4 CSO/NGO, 4 private sectors, 18 line agencies District Level: 2 districts (1X5 line dept.)
			Hpa-an,	70	1st day: State Level: 3 representatives from Gov., 3 from Parliament, 5 from CSO/NGO, 4 from Private Sectors and media, 40 line agencies District Level: 3 district (1X5 line dept.)
				45	2 nd and 3 rd Day: State Level: 2 from Gov., 2 from parliament, 4 CSO/NGO, 4 private sectors, 18 line agencies District Level: 3 districts (1X5 line dept.)
			Loikaw,	63	1st day: State Level: 3 representatives from Gov., 3 from Parliament, 8 from CSO/NGO, 4 from private sectors and media, 35 line agencies District Level: 2 district (1X5 line dept.) 2nd and 3rd Day:
			Haliba	40	State Level: 2 from Gov., 2 from parliament, 4 CSO/NGO, 4 private sectors, 18 line agencies District Level: 2 districts (1X5 line dept.)
			Hakha,	70	1st day: State Level: 3 representatives from Gov., 3 from Parliament, 5 from CSO/NGO, 4 from Private Sectors and media, 40 line agencies District Level: 3 district (1X5 line dept.)

		Duration of		No. of	Tentative list of Invitees
Activities	Target	each	Location	participants	
		workshop			
				45	2 nd and 3 rd Day:
					State Level: 2 from Gov., 2 from parliament, 4
					CSO/NGO, 4 private sectors, 18 line agencies District Level: 3 districts (1X5 line dept.)
			Sittway,	70	1 st day:
			Sittivay,	70	State Level: 3 representatives from Gov., 3 from
					Parliament, 5 from CSO/NGO, 4 from Private
					Sectors and media, 30 from line agencies
					District Level: 5 districts (1X5 line dept.)
				50	2 nd and 3 rd Day:
				30	State Level: 2 from Gov., 2 from parliament, 3
					CSO/NGO, 2 private sectors, 16 line agencies
					District Level: 5 districts (1X5 line dept.)
			Bago,	70	1 st day:
					Regional Level: 3 representatives from Gov., 3 from
					Parliament, 5 from CSO/NGO, 4 from Private Sectors and media, 35 line agencies
					District Level: 4 district (1X5 line dept.)
					District Level. 4 district (17.5 mile dept.)
				50	2 nd and 3 rd Day:
					Regional Level: 2 from Gov., 2 from parliament, 4
					CSO/NGO, 4 private sectors, 18 line agencies
			Nav. Bui Tav.	CE	District Level: 4 districts (1X5 line dept.)
			Nay Pyi Taw,	65	1 st day: State Level: 3 representatives from Gov., 3 from
					Parliament, 13 from CSO/NGO, 4 from Private
					Sectors and media, 32 line agencies
					District Level: 2 district (1X5 line dept.)
				40	2 nd and 3 rd Day:
				40	State Level: 2 from Gov., 2 from parliament, 4
					CSO/NGO, 4 private sectors, 18 line agencies
					District Level: 2 districts (1X5 line dept.)
			Mandalay,	70	1 st day:
					Regional Level: 3 representatives from Gov., 3 from
					Parliament, 3 from CSO/NGO and media, 4 from
					Private Sectors and media, 22 line agencies District Level: 7 districts (1X5 line dept.)
					District Level. / districts (IAS lifte dept.)
					2 nd and 3 rd Day:
				60	Regional Level: 2 from Gov., 2 from parliament, 3
					CSO/NGO, 2 private sectors, 16 line agencies
					District Level: 7 districts (1X5 line dept.)
			Magway,	70	1 st day:
			,	_	•••,

Activities	Target	Duration of each workshop	Location	No. of participants	Tentative list of Invitees
				50	Regional Level: 3 representatives from Gov., 3 from Parliament, 4 from CSO/NGO, 4 from Private Sectors and media, 31 line agencies District Level: 5 districts (1X5 line dept.) 2 nd and 3 rd Day: Regional Level: 2 from Gov., 2 from parliament, 2 CSO/NGO, 2 private sectors, 17 line agencies District Level: 5 districts (1X5 line dept.)
			Monywa,	82	1st day: Regional Level: 3 representatives from Gov., 3 from Parliament, 3 from CSO/NGO, 2 from Private Sector and media, 21 line agencies District Level: 10 districts (1X5 line dept.)
				75	2 nd and 3 rd Day: Regional Level: 2 from Gov., 2 from parliament, 3 CSO/NGO, 2 private sectors, 16 line agencies District Level: 10 districts (1X5 line dept.)
			Taunggyi,	110	1st day: State Level: 3 representatives from Gov., 3 from Parliament, 4 from CSO/NGO, 3 from Private Sectors and media, 22 line agencies District Level: 15 districts (1X5 line dept.)
				95	2 nd and 3 rd Day: State Level: 2 from Gov., 2 from parliament, 2 CSO/NGO, 2 private sectors, 12 line agencies District Level: 15 districts (1X5 line dept.)
			Myitkyina	60	1st day: State Level: 3 representatives from Gov., 3 from Parliament, 4 from CSO/NGO, 3 from Private Sectors and media , 27 line agencies District Level: 4 districts (1X5 line dept.)
				45	2 nd and 3 rd Day: Regional Level: 2 from Gov., 2 from parliament, 3 CSO/NGO, 2 private sectors, 16 line agencies District Level: 4 districts (1X5 line dept.)