



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: October 12, 2017
	REFERENCE: 2017/PROC/UNDP-MMR/053 (Re-advertisement)

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **“Review legal and policy frameworks, and develop grievance redress mechanisms for REDD+ (Reducing Emission from Deforestation and Forest Degradation) implementation in Myanmar”**.

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

Proposals may be submitted on or before 17:00 Hrs. Thursday, October 26, 2017 and via email, courier mail or fax to the address below:

United Nations Development Programme
No.6, Natmauk Road, Tamwe Township, Yangon 11211, Myanmar
Attention: Ms. Nasantuya Chuluun, Operations Manager
Reference: RFP. 2017/PRO/UNDP-MMR/053
E-mail: bids.mm@undp.org

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days.

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

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

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

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

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

Description of Requirements

Context of the Requirement	<p>Having signed the UNFCCC on 11 June 1992 and ratified the convention on 25 November 1994 and the Kyoto Protocol in 2003 as a non-Annex 1 party, Myanmar is fully aware of the causes and potential impacts of climate change. Hence, whilst undertaking political reform and aiming at rapid economic development, Myanmar is striving to reduce its greenhouse gas (GHG) emissions. The government of Myanmar has recognized the potential of REDD+ initiative to contribute to green development by protecting global environmental resources such as forest carbon stocks, biodiversity, while helping to reverse land degradation, improving the livelihoods of the rural poor and aiding adaptation to climate change.</p> <p>Myanmar became a partner country of the UN-REDD Programme in December 2011 and has taken steps to start implementing REDD+ readiness activities. A REDD+ Readiness Roadmap was finalized in 2013. Since 2015 the Roadmap is under implementation through the so called Targeted Support which has migrated to a full National Programme for UN-REDD in October 2016.</p> <p>The UN-REDD Programme support seeks to build national capacity for the implementation of REDD+ under the UNFCCC enhanced and relevant (technical, legal, social) systems. To do so, five outcome areas are envisaged:</p> <p>Outcome 1: Relevant stakeholders engaged and their capacities developed;</p> <p>Outcome 2: National institutions have capacity to implement effective and participatory governance arrangements for REDD+;</p> <p>Outcome 3: REDD+ safeguards defined and national safeguards information system developed;</p> <p>Outcome 4: Development of Myanmar's national forest monitoring system (NFMS) and preliminary forest RELs/RLs supported; and</p> <p>Outcome 5: National REDD+ Strategy (NS) developed;</p>
Implementing Partner of UNDP	Direct Implementation by UNDP (Project- ID. 00098442)
Brief Description of the Required Services	<p>This consultancy will contribute to Outcomes 2, 3 and 5 of the National Programme with the following objectives:</p> <ol style="list-style-type: none"> 1. Review, assess and ascertain the adequacy of current policy, legal and regulatory (PLR) framework to support policies and measures (PaMs) implementation in relation to REDD+; 2. Analyze the extent to which the PLR framework supports how

	<p>safeguards are addressed (“address safeguards”) and the institutions and institutional arrangements to implement these safeguards (“respect safeguards”);</p> <p>3. Develop recommendations to strengthen PLR framework for REDD+ implementation and to ensure that Cancun safeguards are addressed and respected; and</p> <p>4. Review and propose potential grievance redress mechanisms (GRM) for REDD+ implementation.</p> <p>The consulting organization will work under the supervision of the Technical Specialist in the NP, with technical guidance from the UNDP REDD+ team in the Bangkok Regional Hub. The Programme Management Unit (PMU) of the NP will coordinate closely with the National Programme Director of the REDD+ Programme and director of the Forest Research Institute in Yezin. The PMU will also coordinate with the National Safeguards Consultant and UN Environment to ensure linkages with safeguards and development of Safeguards Information System.</p> <p>(Please see in attached TOR for detailed descriptions)</p>												
List and Description of Expected Outputs to be Delivered	(Please see in attached TOR)												
Person to Supervise the Work/Performance of the Service Provider	<i>(Please see in attached TOR)</i>												
Frequency of Reporting	<i>[Please see in attached TOR]</i>												
Progress Reporting Requirements	Please see in attached TOR												
Location of work	Home based with travel to Nay Pyi Taw and Yangon												
Expected duration of work	100 working days												
Target start date	3 November 2017												
Latest completion date	31 July, 2018												
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>Travel to be proposed in line with proposed methodology against target deliverables. Expect to have frequent visit to Nay Pyi Taw and Yangon.</p>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s								
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Special Security	<input checked="" type="checkbox"/> N/A												

Requirements			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Not provided		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency (Kyats) for Local Firm		
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	No.	Deliverable	Payment
	1	Comprehensive work plan	20%
	2	Draft report of PLR framework assessment to support PaMs implementation in relation to REDD+; and the extent to which PLR framework supports how safeguards are addressed and the institutions and institutional arrangements to implement these safeguards (deliverable 2&3)	30%
	3	Report of findings and recommendations to propose or strengthen GRM for REDD+ implementation and draft of prioritized amendments in PLR framework and recommended actions (deliverable 4&5)	30%

	4	Final report consisting of key findings, recommendations and next steps for deliverables 2 to 5 above	20%																																																
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical Specialist/National Programme Coordinator, UN-REDD Programme																																																		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																																																		
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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 Assessment of Proposal	<p>Combined Scoring method – where the qualifications and technical proposal will be weighted 70% and combined with the price offer, which will be weighted 30%.</p> <p><u>Technical Proposal (70%)</u></p> <p>The technical proposals will be evaluated as per the following criteria.</p> <ul style="list-style-type: none"> · General Organizational Capacity: 20% · Proposed Work Plan and Approach: 40% · Technical Capability/Expertise: 40% <table border="1"> <thead> <tr> <th>No</th><th></th><th>Description</th><th>Score</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td>General Organizational Capacity</td><td>20</td></tr> <tr> <td></td><td>1.1</td><td>Registration</td><td>5</td></tr> <tr> <td></td><td>1.2</td><td>Experience in similar and relevant field and expertise (track records, copies of contracts)</td><td>10</td></tr> <tr> <td></td><td>1.3</td><td>Working with UN agencies and International Organizations</td><td>5</td></tr> <tr> <td>2</td><td></td><td>Proposed Work Plan and Approach</td><td>40</td></tr> <tr> <td></td><td>2.1</td><td>Understanding the task and clarity – Relevance, detail, presentation of the proposal</td><td>10</td></tr> <tr> <td></td><td>2.2</td><td>Appropriate conceptual framework and scope of tasks that demonstrate a sound understanding of policies, laws and regulations, as well as grievance redress mechanisms</td><td>15</td></tr> <tr> <td></td><td>2.3</td><td>Logical presentation of a work plan in accordance with the TOR and with a clear timeline</td><td>15</td></tr> <tr> <td>3</td><td></td><td>Technical Capability/Expertise</td><td>40</td></tr> <tr> <td></td><td>3.1</td><td>Completeness of the team composition</td><td>15</td></tr> <tr> <td></td><td>3.2</td><td>Suitability of the key personnel for the project including educational, qualifications, relevant successful experience in the area of specializations</td><td>25</td></tr> </tbody> </table>			No		Description	Score	1		General Organizational Capacity	20		1.1	Registration	5		1.2	Experience in similar and relevant field and expertise (track records, copies of contracts)	10		1.3	Working with UN agencies and International Organizations	5	2		Proposed Work Plan and Approach	40		2.1	Understanding the task and clarity – Relevance, detail, presentation of the proposal	10		2.2	Appropriate conceptual framework and scope of tasks that demonstrate a sound understanding of policies, laws and regulations, as well as grievance redress mechanisms	15		2.3	Logical presentation of a work plan in accordance with the TOR and with a clear timeline	15	3		Technical Capability/Expertise	40		3.1	Completeness of the team composition	15		3.2	Suitability of the key personnel for the project including educational, qualifications, relevant successful experience in the area of specializations	25
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	3.2.1	Team Leader with a post-graduate degree in the field of forest science, natural resources management, international development, political and/or social science, or a related field, and with experience in project management/team management.	10
	3.2.2	Legal Expert with a Bachelor's degree in law or related field with at least five years of experiences on policy and social analysis, social and environment assessment and forest governance	5
	3.2.3	Environment expert with a Bachelor's degree in the field of environment, forestry or natural resource management, or related fields with at least five years of experience in forest management or environmental impact assessment.	5
	3.2.4	Social expert with a Bachelor's degree in social sciences and relevant fields with at least five years of experience in stakeholder engagement and community-based management and working experience in grievance redress is an advantage.	5
<u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR [Annex 4]		
Contact Person for Inquiries (Written inquiries only)	Kyaw Win Htun <i>Procurement Assistant</i> 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 <i>[pls. specify]</i>	N/A		

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, contract 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 <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price <i>(Lump Sum, All Inclusive)</i>
1	Comprehensive work plan	20%	
2	Draft report of PLR framework assessment to support PaMs implementation in relation to REDD+; and the extent to which PLR framework supports how safeguards are addressed and the institutions and institutional arrangements to implement these safeguards (deliverable 2 & 3 of ToR)	30%	
3	Report of findings and recommendations to propose or strengthen GRM for REDD+ implementation and draft of prioritized amendments in PLR framework and recommended actions (deliverable 4 & 5 of ToR)	30%	
4	Final report consisting of key findings, recommendations and next steps for deliverables 2 to 5 of ToR	20%	
	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				
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]
 [Date]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any

nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or

documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference

Job Title	Review legal and policy frameworks, and develop grievance redress mechanisms for REDD+(Reducing Emission from Deforestation and Forest Degradation) implementation in Myanmar
Duration:	100 working days (3 Nov 2017 – 31 July, 2018)
Duty Station:	Home based with travel to Yangon and Nay Pyi Taw
Supervisor:	Technical Specialist/ National Programme Coordinator, UN-REDD Programme
Contract Type	Professional Service Agreement

I. Background

UNFCCC Requirements

Decision 1/CP.16 taken during the United Nations Framework Convention on Climate Change (UNFCCC) Conference of Parties (COP) 16 in Cancun requests countries to have the following elements in place for REDD+ implementation and to access results-based payments/results-based finance:

- National Strategy (NS) or Action Plan (AP);
- National Forestry Monitoring System (NFMS);
- Safeguard Information System (SIS); and
- Forest Reference Emission Levels (FREL) and/or Forest Reference Levels (FRL).

One of the key components of the NS/AP is a set of potential policies and measures (PaMs) to address direct and indirect causes of deforestation and forest degradation, as well as barriers to carbon stock enhancement. Implementation of these PaMs and the overall National REDD+ Strategy, carry risks and benefits, a point recognized by the Parties to the UNFCCC when it adopted broad guidance and a set of seven safeguards to be applied to REDD+ activities (COP 16, 2010). These safeguards not only seek to ensure REDD+ activities “do no harm” to people or the environment, but also to “do good” and enhance social and environmental benefits.

A grievance mechanism³ is the first line of response to stakeholder concerns that have not been prevented by proactive stakeholder engagement. It can be used to manage the risks identified in the potential PaMs, in relation to the seven safeguards, and the overall implementation of the National REDD+ Strategy. This mechanism is expected to complement, not replace, formal legal channels while achieving the broader aim to increase transparency, accountability, communication and feedback loops between governments and stakeholders in the REDD+ processes.

Myanmar context

Having signed the UNFCCC on 11 June 1992 and ratified the convention on 25 November 1994 and the Kyoto Protocol in 2003 as a non-Annex 1 party, Myanmar is fully aware of the causes and potential impacts of climate change. Hence, whilst undertaking political reform and aiming at rapid economic development, Myanmar is striving to reduce its greenhouse gas (GHG) emissions. The government of Myanmar has recognized the potential of REDD+ initiative to contribute to green development by protecting global environmental resources such as forest carbon stocks, biodiversity, while helping to reverse land degradation, improving the livelihoods of the rural poor and aiding adaptation to climate change.

Myanmar became a partner country of the UN-REDD Programme in December 2011 and has taken steps to start implementing REDD+ readiness activities. A REDD+ Readiness Roadmap was finalized in 2013. Since 2015 the Roadmap is under implementation through the so called Targeted Support which has migrated to a full National Programme for UN-REDD in October 2016.

The UN-REDD Programme support seeks to build national capacity for the implementation of REDD+ under the UNFCCC enhanced and relevant (technical, legal, social) systems. To do so, five outcome areas are envisaged:

Outcome 1: Relevant stakeholders engaged and their capacities developed;

³ [FCPF \(Forest Carbon Partnership Facility\)/UN-REDD Programme Guidance Note for REDD+ Countries: Establishing and Strengthening Grievance Redress Mechanisms](#) June 2015.

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; and

Outcome 5: National REDD+ Strategy (NS) developed;

This consultancy will contribute to Outcomes 2, 3 and 5 with the following objectives:

5. Review, assess and ascertain the adequacy of current policy, legal and regulatory (PLR) framework to support policies and measures (PaMs) implementation in relation to REDD+;
6. Analyze the extent to which the PLR framework supports how safeguards are addressed ("address safeguards") and the institutions and institutional arrangements to implement these safeguards ("respect safeguards");
7. Develop recommendations to strengthen PLR framework for REDD+ implementation and to ensure that Cancun safeguards are addressed and respected; and
8. Review and propose potential grievance redress mechanisms (GRM) for REDD+ implementation.

II. Scope of Work

The consulting organization will work under the supervision of the Technical Specialist and the National Programme Coordinator of UN-REDD Programme, Myanmar, with technical guidance from the UNDP REDD+ team in the Bangkok Regional Hub. The Programme Management Unit (PMU) of the UN-REDD Programme, Myanmar will coordinate closely with the National Programme Director of the REDD+ Programme/Director of the Forest Research Institute in Yezin. The PMU will also coordinate with the National Safeguards Consultant and UN Environment regional and global team (Bangkok, Cambridge) to ensure linkages with safeguards and the clarification of safeguards in the national context.

To maintain flexibility and assurance in broad and in-depth coverage for the consultancy, the number of days assigned for each function is indicative, and should be frequently reviewed and revised with the PMU and the UNDP REDD+ team.

Summary of key functions and activities:

1. Review, assess and ascertain the adequacy of current policy, legal and regulatory (PLR) framework to support policies and measures (PaMs) implementation in relation to REDD+ (up to 25 days).

- a) Review current PLRs against proposed PaMs⁴ to determine the following:
 - Identify adequacy of support (administrative, political) and means for implementation
 - Assess coherence, compatibility, or conflict across sectors and different levels of government in order to streamline REDD+ implementation activities.
 - Assess challenges in their implementation including institutional mandates, arrangements, processes and procedures, and existing capacities to implement PLRs.
 - Identify if and how information about PLRs is accessible, clear, consistent and transparent horizontally and vertically across multi-level governance, and its impact on implementation.
- b) This function and its stated activities will be repeated as and when new or revised PaMs become available during the duration of this consultancy. In such cases, the initial assessments must be reviewed, amended, if relevant, and supplemented with analysis of any new or revised PaMs.

⁴ A copy of the draft national REDD+ strategy containing proposed PaMs will be provided by the PMU.

2. Analyze the extent to which the PLR framework supports how safeguards are addressed (“address safeguards”) and the institutions and institutional arrangements to implement these safeguards (“respect safeguards”) (up to 20 days).

a) Building on findings from function 1 above, assess:

- How effectively the existing PLR framework “address” the risks in relation to each of the safeguards, e.g., are PLRs in place to ensure that the potential risks of proposed PaMs⁵ are avoided, or that PaMs will be implemented in a way that promotes the achievement of benefits.
- How the PLRs are implemented in practice to ensure that the safeguards will be “respected” appropriately during PaMs implementation, and what are the existing institutional capacities related to their implementation.

3. Develop recommendations to strengthen PLR framework for REDD+ implementation and to ensure that safeguards are addressed and respected (up to 30 days).

a) Analyze and determine what measures are available in Myanmar to address key issues without parliamentary amendments to legislation with consideration for the following:

- Determine the extent to which each issue should be addressed in the respective sectoral policies and legislation directly and where the issue would be better dealt with in other primary or secondary laws or regulations. Where it is determined that regulation is not required, propose non-legal measures that could be adopted to adequately address the issue.
- Determine how identified issues can be addressed within respective sectoral policies (which articles, what kind of language, etc.), including potential implications of various options. This may include suggesting amendment to existing articles or adding new articles or sections. Where relevant, the implications for further regulation will be considered.

b) Identify and specify different types of recommendations which can be implemented in the short term (0 – 3 years) such as targeted capacity building, strengthening procedures and processes, monitoring and reporting, and others. Each recommendation should identify a lead agency, steps involved, and technical and financial resources required. Gender considerations should also be factored in.

c) Determine and specify different types of longer-term reforms that are required. Where possible identify potential lead agencies, steps involved and technical resources required.

4. Review and propose potential grievance redress mechanisms (GRM) for REDD+ implementation (up to 25 days).

a) Review existing causes, trends, and patterns of grievances in land-use and related sectors, and existing formal and informal mechanisms to address these grievances, and the extent to which these mechanisms have been able to resolve these grievances:

- Identify and analyze historical and current causes and types of grievances, disputes, complaints or equivalent in the forest and land-use sector. Differentiate types based on national, region and state and local levels;
- Review and assess current legal and regulatory frameworks for grievances, disputes, complaints or equivalent (formal mechanisms), specifically in the land-use sector, and broadly in other related sectors.
- Evaluate how effectively these frameworks are operationalized against 1) the steps of a proposed GRM; and 2) the GRM design principles, both outlined and recommended in the Guidance Note⁶;

⁵ A benefit and risk analysis will be conducted by a national safeguards consultant recruited under *Output 3.1 Develop Myanmar’s approach to REDD+ safeguards*. The consulting organization is expected to work closely with this national consultant to ensure information and findings are shared and used to fulfil the requested ToR.

- Identify, review and assess informal mechanisms for grievances, disputes, complaints or equivalent in these sectors, where available; and
- Identify and evaluate current capacities in the government, civil society, and ethnic minorities to use formal grievance mechanisms.
- b) Identify potential grievances, disputes, complaints or equivalent that may arise during REDD+ implementation:
 - Identify potential grievances, disputes, complaints or equivalent that may arise from the implementation of potential PaMs and the overall implementation of the National REDD+ Strategy; and
 - Assess adequacy and effectiveness of current formal and informal grievance mechanisms to address and resolve anticipated grievances, disputes, complaints or equivalent at national, provincial and local levels, using the evaluation framework outlined in the Guidance Note.
- c) Recommend ways to establish or strengthen grievance mechanisms for REDD+ implementation:
 - Propose specific interventions that could be related to legal and regulatory frameworks for grievances, disputes, complaints or equivalent in the land-use or other related sectors; and operational framework for the legal and regulatory frameworks.
 - Propose specific functions of the GRM including
 - i. Receive and register grievance;
 - ii. Acknowledge, assess, assign;
 - iii. Propose response;
 - iv. Determine agreement or review response;
 - v. Implement and monitor agreed response;
 - vi. Resolve or refer and close grievance.
 - Identify other functional and technical capacities required.

This assignment will be carried out by a national NGO or consortium of national NGOs consisting of a team of experts with in-depth work experience in Myanmar. Team members should comprise the following:

- i. **Designated leader** - lead the preparation and consolidation of reports and submit all such reports on the behalf of the team to Technical Specialist. The team leader should hold a minimum of a post-graduate degree in the field of forest science, natural resources management, international development, political and/or social science, or a related field. He/she should have the experience working for International Development Organizations in similar or related fields of work. He/she should lead the overall consultancy work, taking conceptual leadership of the tasks and coordinating with team members and will be responsible for delivering all the outputs under this task. The leader should possess high quality consultative skills, organizational skills, data analysis and report writing; and should have the ability to communicate effectively, in writing and orally (in English).
- ii. **Legal expert** – Bachelor’s degree in law or related field with at least five years of experiences on policy and social analysis, social and environment assessment and in the application of safeguards policies, social equity and forest governance.
- iii. **Environment expert** - Bachelor’s degree in the field of environment, forestry or natural resource management, or related fields with at least five years of experience (preferably in REDD+ countries) on REDD+ development and implementation, safeguard policies, and natural resources management and governance.
- iv. **Social expert** – Bachelor’s degree in social sciences and relevant fields with at least five years of experience on climate change and/or REDD+, social assessment in natural resource management

⁶ [FCPF/UN-REDD Programme Guidance Note for REDD+ Countries: Establishing and Strengthening Grievance Redress Mechanisms](#) June 2015.

policy analysis at national level. The expert would have working experience in stakeholder engagement and community-based management in Myanmar and working experience in grievance redress is an advantage.

Methodology

1. Engage Technical Working Groups (already established) on Drivers and Strategies; Stakeholder Engagement and Safeguards; and National Forest Monitoring System/Forest Reference Level, and other key stakeholders on the scope and focus of the review, and issues to be included.
 - a) Conduct at least two (2) national level consultations to obtain feedback, prioritize proposed amendments and additions, collate input for further discussions and disseminate findings of the review.
 - b) Draft prioritized amendments in PLR framework with support from relevant government agencies, and conduct associated consultations.
 - c) Conduct meetings/bilateral discussions with departments and organizations involved in the management and implementation of key PLRs to gather information and feedback as needed.

III. Duration

100 working days (3 Nov 2017 – 31 July, 2018)

IV. Competency Requirements:

The contracted NGO shall meet the following criteria:

- 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	Comprehensive work plan	10 Nov, 2017
2	Draft report of PLR framework assessment to support PaMs implementation in relation to REDD+	28 Feb, 2017
3	Report of the extent to which PLR framework supports how safeguards are addressed and the institutions and institutional arrangements to implement these safeguards	28 Feb, 2017
4	Report of findings and recommendations to propose or strengthen GRM for REDD+ implementation	31 May, 2018.
5	Draft of prioritized amendments in PLR framework and recommended actions	31 May, 2018
6	Final report consisting of key findings, recommendations and next steps for deliverables 2 to 6 above	31 July, 2018

All the documents and reports have to be written in the English language.

VI. Proposal Details

The organizations 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;
- 3) 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; 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

Combined Scoring method – where the qualifications and technical proposal will be weighted 70% and combined with the price offer, which will be weighted 30%.

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

- General Organizational Capacity: 20%
- Proposed Work Plan and Approach: 40%
- Technical Capability/Expertise: 40%

No.	Description	Score
1	General Organizational Capacity	20
1.1	Registration	5
1.2	Experience in similar and relevant field and expertise (track records, copies of contracts)	10
1.3	Working with UN agencies and International Organizations	5
2	Proposed Work Plan and Approach	40
2.1	Understanding the task and clarity – Relevance, detail, presentation of the proposal	10
2.2	Appropriate conceptual framework and scope of tasks that demonstrate a sound understanding of policies, laws and regulations, as well as grievance redress mechanisms	15
2.3	Logical presentation of a work plan in accordance with the TOR and with a clear timeline	15
3	Technical Capability/Expertise	40
3.1	Completeness of the team composition	15
3.2	Suitability of the key personnel for the project including educational, qualifications, relevant successful experience in the area of specializations	25
3.2.1	Team Leader with a post-graduate degree in the field of forest science, natural	10

		resources management, international development, political and/or social science, or a related field, and with experience in project management/team management.	
	3.2.2	Legal Expert with a Bachelor's degree in law or related field with at least five years of experiences on policy and social analysis, social and environment assessment and forest governance	5
	3.2.3	Environment expert with a Bachelor's degree in the field of environment, forestry or natural resource management, or related fields with at least five years of experience in forest management or environmental impact assessment.	5
	3.2.4	Social expert with a Bachelor's degree in social sciences and relevant fields with at least five years of experience in stakeholder engagement and community-based management and working experience in grievance redress is an advantage.	5

Only candidate organizations obtaining a minimum 70 points would be considered for the financial evaluation.

VIII. Payment Terms

Upon delivery and certification of satisfactory completion of service by the Technical Specialist UN-REDD Programme:

No.	Deliverable	Payment
1	Comprehensive work plan	20%
2	Draft report of PLR framework assessment to support PaMs implementation in relation to REDD+; and the extent to which PLR framework supports how safeguards are addressed and the institutions and institutional arrangements to implement these safeguards (deliverable 2&3)	30%
3	Report of findings and recommendations to propose or strengthen GRM for REDD+ implementation and draft of prioritized amendments in PLR framework and recommended actions (deliverable 4&5)	30%
4	Final report consisting of key findings, recommendations and next steps for deliverables 2 to 5 above	20%