

REQUEST FOR PROPOSALS

Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol

2018/PROC/UNDP-MMR/PN/044



United Nations Development Programme

June, 2018

Section 1. Letter of Invitation

Yangon, Myanmar
June 4, 2018

Strengthening human resources, legal frameworks and institutional capacities
to implement the Nagoya Protocol

Dear *[indicate name]*

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) 2018/PROC/UNDP-MMR/PN/0144 for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

United Nations Development Programme
No.6, Natmauk Road, Tamwe Township, Yangon, Myanmar.
Attention: Nasantuya Chuluun, Programme Support Team Leader
E-mail: bids.mm@undp.org

The letter should be received by UNDP no later than **Friday 21 June 2018, 17.00 Yangon time**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP. **We kindly request Proposers do not contact any personnel of the Government of Myanmar in regard to this Request for Proposals.**

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.


Yours sincerely,

Nasantuya Chuluun, Programme Support Team Leader, UNDP Myanmar

Section 2: Instruction to Proposers

Definitions

- a) *"Contract"* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *"Country"* refers to the country indicated in the Data Sheet.
- c) *"Data Sheet"* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *"Day"* refers to calendar day.
- e) *"Government"* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *"Instructions to Proposers"* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *"LOI"* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *"Material Deviation"* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *"Proposal"* refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *"Proposer"* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *"RFP"* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *"Services"* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's

further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed

methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or

- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope.

The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See

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

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security

if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol
2		Title of Services/Work:	Provision of Technical support to the ABS Project
3		Country / Region of Work Location:	Yangon and Nay Pyi Taw with travels to field locations when required
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Time: 10.00 am Yangon time Date: 12 June 2018 Venue: UNDP Myanmar Country Office, and/or via Skype</p> <p>The UNDP focal point for the arrangement is: Moung Kee Aung Address: UNDP Myanmar, 6 Nat Mauk Street, Tamwe Township, Yangon, PO Box. 650, 11211, Yangon E-mail: moung.kee.aung@undp.org</p> <p>Interested bidders should email register at least 2 days in advance to the proposed conference date. Name, Title, Company name and Skype ID for who want to attend through Skype and Mobile phone number for who want to attend in person.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required

10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not required
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Required
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.3% of total contract value per day of delay up to a maximum of 10% of the final price of the contract. Max. no. of days of delay: 30 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) for firms/organizations/NGOs based outside Myanmar <input checked="" type="checkbox"/> Local Currency (KYAT) for firms/organizations/NGOs based in Myanmar
16	B.10.1	Deadline for submitting requests for clarifications/ questions	Seven days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mounk Kee Aung Address: No. 6 Natmauk Road, Tamwe Township, PO Box. 650, 11211, Yangon, Myanmar E-mail address dedicated for this purpose: Mounk.kee.aung@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website http://procurement-notices.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by hand]	Original: One Copies: Two
20	D.23.1 D.23.2 D.24	Proposal Submission Address	Program Support Team Leader UNDP Myanmar No. 6 Natmauk Road, Tamwe Township, Yangon, PO Box. 650, 11211, Yangon, Myanmar
21	C.21	Deadline of Submission	Date and time: 21 June 2018, 5:00 Pm (Yangon Time)

	D.24		
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: bids.mm@undp.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format: PDF files only, password protected <input checked="" type="checkbox"/> Password for technical proposal must <u>be</u> provided to UNDP via the email bids.mm@undp.org within 24 hrs after the deadline for submission; password for financial proposal must be provided upon the request for UNDP after evaluation of the technical proposals <input checked="" type="checkbox"/> Max. File Size per transmission: 5MB <input checked="" type="checkbox"/> Max. No. of transmission: 10 <input checked="" type="checkbox"/> No. of copies to be transmitted: <i>one copy of each transmission</i> <input checked="" type="checkbox"/> Mandatory subject of email: <i>[RFP no. 2018/PROC/UNDP-MMR/PN/044]</i> <input checked="" type="checkbox"/> Digital Certification/Signature: Password protected <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>GMT+ 6.30</i> <input checked="" type="checkbox"/> Other conditions: UNDP takes no responsibility for effective delivery of the electronic document. Please note, if your file was successfully sent to bids.mm@undp.org you should receive the message subjected 'Success! Your proposal was sent to the secured e-mail'. If upon submission you do not receive the confirmation message, please contact moung.kee.aung@undp.org for clarifications.
24	D.23.1	Date, time and venue for opening of Proposals	Not applicable
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable

			<input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory, if any <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>two years</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the top three clients in terms of Contract Value the past three years. <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	Not required
28	C.15	Structure of the Technical Proposal <i>(only if different from the provision of Section 12)</i>	Not required
29	C.15.2	Latest Expected date for commencement of Contract	July 31, 2018
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1 July 2018 to 30 June 2019
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions (where required)	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.
34		Conditions for Determining Contract Effectivity	<i>As per Section 3 (Terms of Reference)</i>
35		Other Information Related to the RFP	NA

Criteria for the Award of Contract and Evaluation of Proposals

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of the Firm / Organization	40%	400
2.	Proposed Methodology and Approach	30%	300
3.	Management Structure and Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1			Points obtainable
Expertise of the Firm/Organization			
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing		40
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the organisation - strength of project management support - project financing capacity - project management controls 		80
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)		20
1.4	Quality assurance procedures		30
1.5	Relevance of:		230
	- Experience and expertise of design and delivery of relevant projects in the ASEAN Region on national ABS policy measures and legal framework, biodiscovery, Traditional knowledge on generic resources and information technology	100	
	- Experience and expertise of delivering similar projects with the Myanmar government on national ABS policy measures and legal framework, biodiscovery, Traditional knowledge on generic resources and information technology	100	
	- Experience in delivering contracts with UN agencies	30	
Total Part 1			400

Technical Proposal Evaluation Form 2			Points Obtainable
Proposed Methodology and Approach			
2.1	Context		70
	To what degree does the Proposer understand the overall task and objectives?	35	
	Does the proposal demonstrate an understanding of the project environment and has this been properly used in the preparation of the proposal?	35	
2.2	Methodology		150

	To what degree does the Proposer's approach to delivery of the project meet requirements?	110	
	To what degree does the Proposer understand different methodologies for delivery of relevant projects?	40	
2.3	Planning		80
	Is the scope of the task well defined and does it correspond to the TOR?	40	
	Is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?	40	
Total Part 2			300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Does the management structure support effective delivery?		50
3.2	Qualifications of Team Leader (1 person only)	Sub-Score	70
	At least Master's degree in environmental law or policy or related field	10	
	5 years' experience in planning, management, and coordination of national level projects	10	
	5 years' experience in environmental law in Myanmar	10	
	Experience in designing and drafting policies, laws or regulations	10	
	A good understanding of the main challenges facing the implementation of the Nagoya Protocol on ABS in Myanmar	10	
	Experience in facilitation to lead national discussions involving key experts and stakeholders from relevant national institutions	10	
	Excellent English and report writing skills	5	
	Fluency in Myanmar language would be an asset	5	
3.3	Qualifications of Development Team members	Sub-Score	180
	Relevance of qualifications, including English and Myanmar language abilities	30	
	As per annex 2 of ToR		
	Resource Persons _	Sub Score	
	ABS	5	
	Traditional Knowledge	5	
	Information Technology	5	
	Biodiscovery	5	
	Communication	5	
	Translators and other project support staffs	5	
	Total	30	

	Relevance of experience to project proposed And as per annex 2 of ToR		150	
	Resource Persons _	Sub Score		
	ABS	25		
	Traditional Knowledge	25		
	Information Technology	25		
	Biodiscovery	25		
	Communication	25		
	Translators and other project support staffs	25		
		Total		
Total Part 3			300	

Section 3: Terms of Reference (TOR)

Consultancy: Provision of Technical support to the ABS Project

Unit: Sustainable and Inclusive Growth Unit

Duration: 1 July 2018- 30 June 2019

Duty Station: Yangon and Nay Pyi Taw with travels to field locations when required

Project Title: Strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol

3.1. Project Description

Myanmar is a regional priority for biodiversity conservation in mainland Southeast Asia. Due to the combination and interaction of geography, topography, and climate, Myanmar has a rich variety of habitats and ecosystems, including 14 terrestrial ecoregions identified by the WWF. The country supports 233 globally threatened species, including 37 critically endangered and 65 endangered species. The country also contains large expanses of species-rich and globally threatened ecosystems such as lowland tropical forests and mangrove ecosystems that are critically threatened elsewhere in the region.

The National Biodiversity Strategy and Action Plan (NBSAP) of Myanmar was adopted in 2011. The NBSAP identifies equity as the most important thing in using biological resources sustainably in the long run and calls for consideration of the poor and economically disadvantaged groups to secure their access to common resources. The available information on species diversity and endemism indicates that Myanmar supports extraordinary plant and vertebrate diversity, plus levels of endemism comparable to other countries in the Indo-Myanmar (Indo-Burma) Hotspot. However, detailed baseline data are still lacking for many taxonomic groups, and new species for science are still being regularly discovered in the country. In many parts of the country, exploitation of plants is taking place on a commercial scale. Myanmar's forests support a great diversity of commercially valuable timber species, including teak and various members of the Dipterocarpaceae and Leguminosae, and the impacts of commercial logging on these forests have been documented (Brunner et al., 1998). In Myanmar decisions about natural resource use are typically based only on direct use values, such as timber or hydroelectricity revenues, ignoring indirect use, option use, and existence values. In general, natural resources tend to be severely undervalued. The NBSAP of 2011 calls for financial mechanisms to be developed that will enable the beneficiaries of dispersed ecosystem services provided by Myanmar's natural ecosystems to contribute to their conservation

The Project aims at strengthening human resources, legal frameworks and institutional capacities to implement the Nagoya Protocol. Specifically, it aims at assisting countries in the development and strengthening of their national ABS frameworks. The project seeks to achieve this by:

1. Strengthening the legal, policy and institutional capacity to develop national ABS frameworks;
2. Building trust between users and providers of genetic resources to facilitate the identification of bio-discovery efforts; and
3. Strengthening the capacities of indigenous and local communities to contribute to the implementation of Nagoya protocol.

The specific problem that this project will seek to address is the lack of a functioning national legal, policy, and institutional framework that will enable the equitable sharing of benefits from the use of genetic resources and traditional knowledge (TK) between the state (national and state governments), commercial interests, and the owners and custodians of these resources and TK (such as Indigenous and Local Communities [ILCs]). This issue is

compounded by the lack of trust between users and providers of genetic resources that prevents unleashing the potential of genetic resources as a source of innovation, biodiversity conservation, market development, and poverty alleviation.

Following an inception workshop organized in August 2017, a draft analysis report on Traditional Knowledge in Myanmar has been prepared and presented to selected stakeholders in February 2018. In order to take the project implementation forward, UNDP Myanmar is looking for a reputable organization/institution/consultancy firm as an implementing partner to support the implementation of the project in Myanmar while working closely with counterparts at the Ministry of Natural Resources, and Environment Conservation and UNDP.

3.2. Scope of Work

Under the close supervision of the Governance for Resilience and Sustainability (GRSP) Project Manager in Myanmar and the ABS Regional Project Advisor, the selected organisation will be responsible for substantial technical contributions to the required analysis and consultations with the key stakeholders to ensure that their contributions are considered and resolved with a view to achieving the project objectives.

The expected outcomes/outputs envisaged under the consultancy have been identified in Annex I.

In order to execute the works, the organisation will need to provide the following specialized services in the identified areas of expertise as per below:

3.2.1. National ABS Measures

OBJECTIVE

The consultancy firm will play a central role for the following activities, with the support from the government implementing partner, Regional Project Advisor and GRSP Project Manager in implementing activities outlined under this project.

- Participate and facilitate the coordination meetings with the Project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to gather pertinent information for developing appropriate national ABS measures in Myanmar;
- Conduct the analysis on the current legal and institutional frameworks status and gaps to implement ABS in Myanmar, and make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- Produce outputs as detailed below; and
- Conduct the validation workshop on the analysis, recommendations, and both draft ABS measure and law with the participation of relevant stakeholders, including IPLC and women association, as advised by the Project Manager.

OUTPUTS

- A concise methodology to conduct the analysis on the current legal and institutional frameworks status and gaps to implement Nagoya Protocol on ABS in Myanmar, as well as make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- Comprehensive analysis on the current legal and institutional ABS frameworks and gaps to implement Nagoya Protocol on ABS in Myanmar, as well as make specific and appropriate recommendations required to effectively and efficiently have a national interim ABS measure and national ABS law adopted in Myanmar;
- A national interim ABS measure to be used in Myanmar, and draft a national ABS law for Myanmar;
- Report on direct support provided in the development of TK Database/Registry, National TK Guidelines, process and procedures manual for ABS application, sectoral ABS contract models, publication of potential biodiscovery projects, national ABS CHM, sectoral guidelines for research and development models, Intellectual Property Rights Manual (documented IPR links to biodiscovery and ABS relevant to Myanmar), sectoral ethical codes of conduct, biocultural community protocols, and implementation of meetings/trainings/seminars/workshops.

3.2.2. Traditional Knowledge

Objective

The consultancy firm will play a central role for the following activities, with the support from the government implementing partner, regional project advisor, and ABS Project Manager in implementing activities outlined under this project.

- Participate and facilitate the coordination meetings with the Project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to gather the data for protecting Myanmar TK;
- Conduct the analysis on the current state of TK associated with genetic resources held by two (2) project-identified local communities in Myanmar, available protection measures and/or systems for Myanmar TKAGR, as well as specific and appropriate recommendations for protection measures and/or systems of said TKAGR;
- Produce outputs as detailed below;
- Conduct the validation workshop of draft and next to final draft outputs with the participation of relevant stakeholders, including IPLC and women association, including trainings as advised by the Project Manager.

OUTPUTS

- A concise methodology to conduct the analysis on current state of TK associated with genetic resources held by two (2) project-identified local communities as well as the options for protection;
- Comprehensive analysis report on current state of TK associated with genetic resources held by the said two (2) project-identified local communities, as well as specific and appropriate recommendations for protection measures and/or systems of said community-held TKAGR;
- TK guidelines and Biocultural Community Protocols co-developed with the said project-identified local communities and relevant stakeholders;
- Report on direct support provided in the development of national interim ABS measure, national ABS law, TK Database/Registry, process and procedures manual for ABS application, sectoral ABS contract models, publication of potential biodiscovery projects, national ABS CHM, sectoral guidelines for research and development models, Intellectual Property Rights Manual, sectoral ethical codes of conduct, and implementation of meetings/trainings/seminars/workshops.

3.2.3. Information Technology

Objective

The consultancy firm will play a central role for the following activities, with the support from the government implementing partner, regional project advisor and GRSP Project Manager in implementing activities outlined under this project.

- Participate and facilitate the coordination meetings with the Project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to scope existing system, information and database on GRs and ATK in Myanmar, identify users of TK database/registry and ABS CH, determine needs of users, design TK database/registry and ABS CH system to gather, collect, and send information for users;
- Conduct the analysis on the current information system on TKAGR and ABS CH in Myanmar, needs of users to protect TKAGR of Myanmar, and appropriate recommendations required to put in place a TKAGR Database/Registry and ABS CH for Myanmar;
- Produce outputs as detailed below;
- Design and develop an appropriate TK database/registry for protection of Myanmar ATK and a secure platform for Myanmar ABS CH; and
- Conduct the validation and training workshops on the use of TKAGR database/registry and ABS CH with the participation of relevant stakeholders, including IPLC and women association, as advised by the Project Manager.

OUTPUTS

- A concise methodology to conduct the analysis on current information system on TKAGR and ABS CH in Myanmar, needs of users to protect TKAGR of Myanmar and to establish a secure platform for Myanmar ABS

CH, as well as make specific and appropriate recommendations required to put in place a TKAGR Database/Registry and ABS CH for Myanmar;

- Comprehensive analysis report on current information system on TKAGR and ABS CH in Myanmar, needs of users to protect TKAGR of Myanmar and to establish a secure platform for Myanmar ABS CH, as well as make specific and appropriate recommendations required to put in place a TKAGR Database/Registry and ABS CH for Myanmar;
- TK database/registry for protection of Myanmar ATK and national ABS CH, Document of program codes of the TK database/registry and ABS CH, and Manuals on how to use the system tools;
- Report on direct support provided in the development of national interim ABS measure, national ABS law, TK Database/Registry, National TK Guidelines, process and procedures manual for ABS application, sectoral ABS contract models, publication of potential biodiscovery projects, national ABS CHM, sectoral guidelines for research and development models, Intellectual Property Rights Manual, sectoral ethical codes of conduct, biocultural community protocols, and implementation of meetings/trainings/seminars/workshops.

3.2.4. Biodiscovery

Objective

The organisation will play a central role for the following activities, with the support from the government implementing partner, Regional Project Advisor and GRSP Project Manager in implementing activities outlined under this project.

- Participate and facilitate the coordination meetings with the Project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to scope existing biodiscovery projects in Myanmar specifically on Myanmar and non-Myanmar genetic resources (GRs) and associated traditional knowledge (ATK), and identify main users and providers of GRs and ATK in Myanmar;
- Conduct the analysis on the current biodiscovery partnership of GRs and ATK in Myanmar, main users and providers of GRs and ATK, elements for a successful biodiscovery, as well as make specific and appropriate recommendations required to build successful biodiscovery partnership leading towards fair and equitable sharing of benefits.
- Produce outputs as detailed below.
- Conduct the validation workshop on the analysis and recommendations with the participation of relevant stakeholders, including IPLC and women association, including trainings, as advised by the Project Manager.

OUTPUTS

- A concise methodology to conduct the analysis on the current biodiscovery partnership of GRs and ATK in Myanmar, main users and providers of GRs and ATK, elements for a successful biodiscovery, as well as make specific and appropriate recommendations required to build successful biodiscovery partnership leading towards fair and equitable sharing of benefits including identification of potential biodiscovery partnership to be supported by the Global ABS Project;
- Comprehensive analysis report on the current biodiscovery partnership of GRs and ATK in Myanmar, main users and providers of GRs and ATK, elements for a successful biodiscovery, as well as make specific and appropriate recommendations required to build successful biodiscovery partnership leading towards fair and equitable sharing of benefits including identification of potential biodiscovery partnership to be supported by the Global ABS Project;
- Process and procedures handbook for CNAs on ABS applications, ABS contract models for 3 sectors (agricultural, pharmaceutical, and biotechnology), list of potential biodiscovery projects, sectoral (agricultural, pharmaceutical, and biotechnology) ethical codes of conduct for research on TK and GRs, sectoral (agricultural, pharmaceutical, and biotechnological) guidelines for research and development on TK and GRs, sectoral (agricultural, pharmaceutical, and biotechnology) ABS model contracts, and IPR Manual (list of documented IPR links to biodiscovery and ABS);
- Report on direct support provided in the development of national interim ABS measure, national ABS law, TK Database/Registry, National TK Guidelines, national ABS CHM, biocultural community protocols, KAP assessment, and implementation of meetings/trainings/seminars/workshops.

3.2.5. Communications

Objective

The consultancy firm will play a central role for the following activities, with the support from the government implementing partner, Global Communications Specialist, regional project advisor and GRSP Project Manager in implementing activities outlined under this project.

- Participate and assist in facilitating the meetings with Myanmar project stakeholders (Relevant Government Ministries, Private Sector, NGOs and local communities) to raise awareness on the ABS national frameworks, CBD and Nagoya Protocol targeting policymakers, researchers, and ILCs, among others;
- Determine change in Knowledge, Attitudes, and Practices (KAP) of target groups (researchers, local communities, and relevant industry);
- Conduct the analysis on the current communications needs of priority project stakeholders, existing communications channels, as well as make specific and appropriate recommendations required to increase awareness on ABS of priority stakeholders;
- Produce outputs as detailed below;
- Conduct the validation workshop on the analysis and recommendations with the participation of relevant stakeholders, including IPLC and women association, including KAP assessment surveys and/or training, as advised by the Project Manager.

OUTPUTS

- A concise methodology to conduct the analysis on the current communications needs of priority project stakeholders, existing communications channels, as well as make specific and appropriate recommendations required to increase awareness on ABS of priority stakeholders;
- Comprehensive analysis report on the current communications needs of priority project stakeholders, existing communications channels, as well as make specific and appropriate recommendations required to increase awareness on ABS of priority stakeholders;
- Implement communications strategy and actions including development of success stories, information materials for priority key stakeholders;
- Conduct KAP assessment surveys and/or survey training;
- Translate and proofread all project reports from English to Myanmar and vice versa;
- Report on direct support provided in the development of national interim ABS measure, national ABS law, TK Database/Registry, National TK Guidelines, process and procedures manual for ABS application, sectoral ABS contract models, publication of potential biodiscovery projects, national ABS CHM, sectoral guidelines for research and development models, Intellectual Property Rights Manual (documented IPR links to biodiscovery and ABS relevant to Myanmar), sectoral ethical codes of conduct, biocultural community protocols, and implementation of meetings/trainings/seminars/workshops.

3.3. Duration of the Work

The contract is expected to start on 1 July 2018 and be completed by 30 June 2019.

3.4. Scope of Bid Price and Schedule of Payments

Payment will be made upon achievement of the key corresponding milestones as shown in the below schedule. The numbers drawn from the ABS AWP refer to the activities (and hence deliverables) to be delivered by the contractor (see Annex I).

	Milestones	Payment Structure and target date	Reviews and approvals required
1	Annex 1 - Services to be delivered by the Contractor, drawn from ABS AWP	30% 30/09/2018	Review and approval by UNDP Chief Technical

	Milestones	Payment Structure and target date	Reviews and approvals required
	Key Activities' Section _ 1.1.1.2, 1.1.2.1, 1.1.2.3, 3.1.2.1		Advisor
2	Annex 1 - Services to be delivered by the Contractor, drawn from ABS AWP Key Activities' Section _ 1.1.1.3, 1.1.1.5, 1.1.2.4, 1.1.2.5, 1.1.2.6, 1.2.1.2, 1.2.1.3, 1.2.1.4, 1.2.1.5, 1.3.1.1, 1.3.1.2, 2.1.1.1, 2.1.1.2, 2.1.1.4, 2.2.1.1, 2.2.1.3, 2.2.2.1,	40% 31/12/2018	Review and approval by UNDP Chief Technical Advisor
3	Annex 1 - Services to be delivered by the Contractor, drawn from ABS AWP Key Activities' Section _ 1.3.1.3, 2.1.1.5, 2.2.1.2, 2.2.2.2, 2.2.3.1, 2.2.3.2, 2.2.3.3, 2.2.4.1, 2.2.4.2, 3.1.1.1, 3.1.1.2, 3.1.2.2, 3.1.2.3	30% 30/06/2019	Review and approval by UNDP Chief Technical Advisor
		100%	

3.5. Evaluation criteria

The evaluation committee will appraise both the technical proposal and financial proposals for all the applicants. However, the financial evaluation will be conducted only for the applications which have passed the technical evaluation. Technical evaluation and methodology therein; will be based on the following minimum criteria (for more detail, however, see instructions to proposers):

- Situation analysis including a clear methodology and identification of challenges related to the implementation of the ABS project;
- Whether the proposal is realistic, well-structured and addresses the major aspects of the projects/outputs with a clear articulation on how to the outputs and planned results will be achieved;
- Level of competence and experience of the applying organisation in the thematic area of the project
- Professional level of the experts proposed to provide the training;
- Sustainability strategy of the project

3.6. Location

Inputs and deliverables for this contract will be made in Yangon and Nay Pyi Taw. Please see Annex 1 for details of the delivery phases and locations.

3.7. Translation and interpreting

Translation and interpreting services are to be arranged by the Contractor. UNDP can facilitate identification of appropriately qualified and experienced personnel for these roles.

Annexes

Annex 1 - Services to be delivered by the Contractor, drawn from ABS AWP

Outcome 1	Strengthening the Legal, Policy and Institutional Capacity to develop national ABS frameworks				Remarks
Deliverables (Outputs)	Key Activities	Timelines			
		Start (month)	End (month)		
1.1.1 National ABS law/regulation/policy proposals drafted and submitted for approval to competent authorities	1.1.1.1	Conduct the gap analysis on policies and Institutional capacity	Jun-18	Aug-18	Desk review and stakeholder interviews
	1.1.1.2	Prepare the draft national ABS policy proposals and legal framework	Jun-18	Sep-18	In close collaboration with MONREC and relevant ministries/govt offices
	1.1.1.3	Conduct at least one consultation on the draft national ABS framework (Naypyitaw and/or Yangon)	Sep-18	Oct-18	1 Day * Approx. 50 participants * 2 consultations
	1.1.1.5	National validation workshop for the revised ABS policy proposals and framework (Naypyitaw)	Nov-18	Dec-18	1 Day * Approx. 50 participants
	1.1.1.6	Finalize and submit the ABS Framework for endorsement	Nov-18	Mar-19	In close collaboration with MONREC and UNDP
1.1.2 Supportive institutional framework for sui generis systems for protecting TK, innovations and practices and customary uses of biological and generic resources	1.1.2.1	Organize the coordination meeting among relevant government departments, INGOs and community representatives to gather the data for TK (Naypyitaw)	Jun-18	Aug-18	Approx. 50 Government officials from multiple ministries
	1.1.2.3	Conduct the validation workshop on the current state of TK with the participation of the local communities (Naypyitaw or Yangon)	Jul-18	Aug-18	Approx. 50 participants
	1.1.2.4	Design the TK database, including women TK and legal rights over genetic resources that are traditionally owned by ILCs	Jul-18	Dec-18	Design TK database with the appropriate Ministry and selected local communities
	1.1.2.5	Prepare the guidelines for the protection of TK	Jul-18	Dec-18	In consultation with the appropriate Ministry and selected local communities
	1.1.2.6	Conduct 2 Consultations on developed National TK guidelines (regional level – Yangon and one other location)	Sep-18	Dec-18	1 Day * Approx. 75 participants * 2 consultations

1.2.1 Improved capacities of National Competent Authorities and related agencies on processing access applications, developing model contractual clauses under mutually agreed terms, including the negotiation and tracking of ABS agreements and biodiversity projects to ensure compliance	1.1.2.7	Revise the National TK guidelines based on the comments and suggestions from the workshops	Oct-18	Jan-19	
	1.1.2.8	Finalize the National TK guidelines and submit for government endorsement	Feb-19	Apr-19	In close collaboration with MONREC and UNDP
	1.2.1.2	Develop ABS process and procedural manual	Aug-18	Dec-18	In close collaboration with identified NCAs for agriculture, biotechnology, and pharmaceutical
	1.2.1.3	Conduct 2 Consultations on ABS process and procedural manual (Yangon and Naypyitaw)	Sep-18	Dec-18	1 Day * Approx. 50 participants * 2 consultations
	1.2.1.4	Prepare 3 model ABS contracts in consultation with the relevant departments for the sectors (Agrobiodiversity, pharmaceutical and biotechnology)	Aug-18	Dec-18	In close collaboration with Departments that enter into contracts for research and development on biological resources
	1.2.1.5	Conduct one National consultation on the ABS contracts models with relevant ministries and agencies to prioritize biodiversity projects (Naypyitaw)	Dec-18	Dec-18	1 Day * Approx. 40 participants
	1.3.1	Design and upload a national ABS CHM	Jul-18	Dec-18	In close coordination with the MNREC particularly with the Department that maintains the Biodiversity CHM
1.3.1 Mechanisms institutionalized to facilitate: a) a CHM for countries that have a national ABS framework and are willing to advertise such framework and other ABS information in the CHM; b) Understanding at the ministerial level of the importance of genetic resources of innovation in the national economy and the need to support research and development for the valuation of biodiversity; c) Dialogue and collaboration between policy makers and stakeholders (including research institutions, private sector and ILCs) to ensure certainty and clarity for users and providers of genetic resources; and d) access to information and support compliance under the national law and the Nagoya Protocol	1.3.1.1	Organize two meetings at the ministerial level (Naypyitaw)	Sep-18	Nov-18	1 Day * Approx. 50 participants from multiple ministries * 2 consultations
	1.3.1.2	Conduct two trainings with the participation of women, students and local communities on the use of the CHM and links to global CHM	Nov-18	Jan-19	1 Day * Approx. 15 participants * 2 Trainings
	1.3.1.3				
Building trust between users and providers of genetic resources to facilitate the identification of biodiversity efforts		Building trust between users and providers of genetic resources to facilitate the identification of biodiversity efforts			Remarks
2.1.1 Existing and emerging partnerships for biodiversity between users and providers of genetic resources	2.1.1.1	Identify users of genetic resources and research capacities of those users. Compile information for	Aug-18	Nov-18	Prioritize sectors in agriculture, biotech, and pharmaceutical

to generate "success stories" and practical lessons, as well as reinforce trust		potential biodiversity initiatives in the country			for both government and private entities
	2.1.1.2	Conduct one workshop to learn about the biodiversity initiatives and to promote partnerships	Oct-18	Oct-18	1 Day * Approx. 50 participants
	2.1.1.3	Identify necessary elements to attract investments in biodiversity	Aug-18	Nov-18	
	2.1.1.4	Develop the success stories in Myanmar and at least one ethnic language (from the relevant location) to understand the potential of biodiversity and ABS	Sep-18	Dec-18	
	2.1.1.5	Disseminate the publications to National level, regional level and local level stakeholders (government agencies, private sector, and community groups)	Sep-18	Jun-19	
	2.2.1.1	Prepare the sectoral guidelines (ABS rules and biodiversity-based research and development activities) for the sectors of agriculture, pharmaceutical and biotechnology	Aug-18	Dec-18	In close collaboration with the research and development unit of selected government offices and private companies engaged in agriculture, pharmaceutical and biotechnology
	2.2.1.2	Conduct two trainings programme for using the guidelines (Yangon and one other location)	Jan-19	Feb-19	1 Day * Approx. 50 participants * 2 trainings
	2.2.1.3	Identify and document IPR links to biodiversity and ABS for use by stakeholders including communities and women	Sep-18	Dec-18	
	2.2.2.1	Develop an ethical code of conduct for research on TK and genetic resources	Aug-18	Dec-18	In close collaboration with research/scientific/academe associations, among others
	2.2.2.2	Organize one national seminar to disseminate the IPR and the ethical code of conduct among key stakeholders (Yangon or Naypyitaw)	Jan-19	Jan-19	1 Day * Approx. 50 participants
2.2.3 Campaign to raise awareness on the ABS national frameworks, CBD and Nagoya Protocol targeting policymakers, researchers, ILCs and relevant industry	2.2.3.1	Develop training and awareness-raising material on the ABS national framework, CBD and Nagoya protocol in Myanmar language (with summary material in at least 2 ethnic languages relevant to project locations)	Jul-18	Jun-19	

2.2.4 Knowledge, attitudes and practices(KAP) assessment surveys targeting specific groups (e.g., researchers, local communities and relevant industry) that may use or benefit from ABS transactions are carried out to assess enhances awareness about national ABS frameworks, the CBD and Nagoya Protocol	2.2.3.2	Organize 5 workshops on issues related to the Nagoya Protocol and ABS (Regional/State and National Level – Yangon, Naypyitaw and at least 2 other locations)	Feb-19	Mar-19	1 Day * Approx. 50 participants * 5 workshops
	2.2.3.3	Organize five knowledge sharing sessions at High Schools, ILCs, Women groups and CBOs	April-19	Jun-19	1 Day * Approx. 25 participants * 5 sessions
	2.2.4.1	Define KAP assessment methods	Jun-18	Jun-19	
	2.2.4.2	Provide training to relevant agencies for conducting KAP assessments and analyzing results (NB: Training sessions will actually also involve gathering of data and analyzing results by the participants; the contracted organisation will ensure quality control of data, consolidate, analyze, and finalize the report on KAP assessment)	Jun-18	Jun-19	1 Day * Approx. 50 participants
	Strengthening the capacity of indigenous and local communities to contribute to the implementation the Nagoya Protocol				
3.1.1 Campaign increases ILCs awareness on the importance of genetic resources and TK associated with genetic resources and related access and benefit-sharing issues, including the need to participate in the national ABS policy-making process	3.1.1.1	Develop training and awareness-raising materials on the importance of genetic resources and TK associated with genetic resources and related access and benefit-sharing issues in Myanmar language and at least 2 ethnic languages relevant to project locations	Jun-18	Jun-19	Develop training and materials for target audience in mind (Print and E-copies)
	3.1.1.2	Organize three trainings sessions at the local level with the participation of women on issues of ABS, framework implementation, and participatory approaches	Apr -19	Jun-19	1 Day * Approx. 50 participants * 3 trainings
	3.1.2.1	Identify two communities involved in the management of genetic/natural resources to serve as case studies for the development of BCPs	Jul-18	Aug-18	Selection based on criteria such as: accessibility, willingness to participate, and existence of important TKAGR and GR
	3.1.2.2	Draft the BCPs together with the identified communities	Aug-18	Jan-19	
	3.1.2.3	Conduct a workshop to build the capacity of the identified communities for implementing the BCP	Jan-19	Jan-19	1 Day * Approx. 20 participants
Outcome 3					
3.2.1 Biocultural community protocols, model contractual clauses constitute the basis for clarifying PIC and MAT requirements between users and providers of TK and biological resources					

Annex- 2

For the assignment, the contractor is expected to provide a team comprising the following expertise (the actual composition of the proposed team and their inputs/allocations may be adjusted based on the expertise of individual team members):

Team Expertise/Member	Profile	Indicative % allocation
Team Leader (1 person)	<ul style="list-style-type: none"> • At least Master's degree in environmental law or policy or related field • 5 years' experience in planning, management, and coordination of national level projects • 5 years' experience in environmental law in Myanmar • Experience in designing and drafting policies, laws or regulations • A good understanding of the main challenges facing the implementation of the Nagoya Protocol on ABS in Myanmar • Experience in facilitation to lead national discussions involving key experts and stakeholders from relevant national institutions • Excellent English and report writing skills • Fluency in Myanmar language would be an asset 	90 working days over 12 Months Period
Resource Person ABS (1 Person)	<ul style="list-style-type: none"> • At least Master's degree in environmental law or policy or related field • 5 years' experience in multi-lateral environmental agreement processes • Experience in designing and drafting of policies, laws, regulations, guidelines, and/or contracts, among others • A good understanding of the main challenges facing the implementation of the Nagoya Protocol on ABS in Myanmar • Experience in facilitation to lead national discussions involving key experts and stakeholders from relevant national institutions • Excellent English and report writing skills • Fluency in Myanmar language would be asset 	40 working days over 12 months period

Resource person <u>Traditional Knowledge</u> (1 Person)	<ul style="list-style-type: none"> • At least Bachelor's degree in Law, Environmental Policy, Natural Resources Management, Community Development, or related field and at least seven years relevant experience on TK. • Good understanding of TK issues as related to ABS and related topics relevant to this ToR • Excellent English and report writing skills • Fluency in Myanmar language would be asset 	50 working days over 12 months period
Resource person <u>Information Technology</u> (1 Person)	<ul style="list-style-type: none"> • At least Bachelor's degree in Computer Studies, Information Systems or related field with five years relevant experience • A good understanding of the ABS CH would be an advantage • Experience in designing and implementing information management systems • Experience in training diverse stakeholders on the use of information management systems and information technology • Fluency in written English language • Fluency in Myanmar language would be asset 	40 working days over 12 months period
Resource person <u>Biodiscovery</u> (1 Person)	<ul style="list-style-type: none"> • At least Master's degree in life sciences or a related field • 5 years of experience in research and development of biological resources and/or its components • Experience in designing and drafting guidelines, code of ethics, contracts and/or manuals would be an asset • A good understanding of the main challenges facing the implementation of the Nagoya Protocol on ABS in Myanmar • Experience in facilitation to lead national discussions involving key experts and stakeholders from relevant national institutions • Excellent English and report writing skills • Fluency in Myanmar language would be asset 	40 working days over 12 months period
Resource person <u>Communication</u> (1 Person or outsource)	<ul style="list-style-type: none"> • At least Bachelor's degree in media and Communication or related field with at least five years relevant experience. 	25 working days over 12 months period

	<ul style="list-style-type: none"> • Substantial experience in Knowledge, Attitudes, and Practices (KAP) assessment • Good understanding of ABS and other topics related to this ToR • Excellent English and report writing skills • Fluency in Myanmar is required 	
Translation and Interpretation (Myanmar – English – Local Languages) (2 Persons)	<ul style="list-style-type: none"> • Minimum 5 years translation experiences in Law and Environment-related fields • Extensive skills and experience in written and oral translation between English and Myanmar languages 	60 working days over 12 months period
Other Project Support Personnel (Maximum 5 persons)	<ul style="list-style-type: none"> - Admin, Finance, Logistics, M&E etc. - Experience in related field - Experience in support national level workshop and meetings 	Maximum 40% in 12 months period

Section 4: Proposal Submission Form¹

Yangon
[insert: Date]

To: Nasantuya Chuluun, UNDP Myanmar, 6 Nat Mauk St., Bahan, Yangon

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Section 8: Contract for Professional Services

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
- | <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
| | | | |
| | | | |
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	.././....
.....	.././....
Final report	.././....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ [INSERT ANNEX NUMBER] contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified

in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.

3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT 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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall

require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
