



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: September 7, 2018
	REFERENCE: 2018/PROC/UNDP-MMR/089

Dear Sir / Madam:

We kindly request you to submit your Proposal for “ **Building advocacy, networking and monitoring skills for national and local NGOs/CSOs**” so as to facilitate their participation in the **REDD+ (Reducing Emission from Deforestation and Forest Degradation) Implementation**”.

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

Proposals may be submitted on or before Friday, September 21, 2018 and via email, courier mail or fax to the address below:

**United Nations Development Programme (Myanmar)**  
**No. 6, Natmauk Road, Tamwe Township, Yangon**  
**Ref.:2018/PROC/UNDP-MMR/089**  
**Procurement Analyst**  
**bids.mm@undp.org;**

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

  
Krishan Raj Adhikari

Common and Transactions Services Coordinator

## Description of Requirements

Context of the Requirement	<p>With support from the Government of Norway, the UN-REDD Programme, in partnership with the Regional Community Forestry Training Centre (RECOFTC), assisted the Government of Myanmar (GoM) and other stakeholders to develop a “REDD+ Readiness Roadmap” in the period July 2012-August 2013. Some initial support to the implementation of the Roadmap was provided through the UN-REDD Targeted Support window during 2014-15. In early 2015, Myanmar was invited to submit an Expression of Interest for a UN-REDD National Programme, and subsequently to make a presentation on this Expression of Interest to the 14th and 15th meetings of the UN-REDD Policy Board. The Policy Board provisionally approved the allocation of USD 5,554,370 to the Myanmar UN-REDD National Programme (‘The Programme’). This decision became operational following the confirmation of availability of funds provided to the interim governance body on July 6, 2016. The signature of the National Programme Document was completed on 15th November 2016, with a duration of 4 years. The first funds transfer from the MPTF-O occurred in November 2016. A draft National REDD+ Strategy has been prepared and has gone through several consultation processes, and currently has identified 47 “policies and measures” (PAMs) as being required to reduce emissions from Myanmar’s forests. Implementation of the National REDD+ Strategy will require participation from a wide range of stakeholders. National and sub-national NGO’s/CSO’s may play a number of roles. They may play a role in implementation of some PAMs (for example, “Implement incentivized community co-managed monitoring programmes”; and “Support improved income potential from traditional livelihoods”); but will also be involved in collection of information for the Safeguards Information System, in the establishment of a “grievance redress mechanism”, and in grassroots capacity building. These activities will require contribution from a network of multiple NGO’s/CSO’s, many of whom require capacity building in the advocacy, networking and monitoring skills required for their participation.</p>
Implementing Partner of UNDP	Direct Implementation by UNDP (Project- ID. 00098442)
Brief Description of the Required Services	<p>The objective of this contract is “to build advocacy, networking and monitoring skills among national and local NGO’s/CSO’s so as to facilitate their participation in REDD+ implementation.”</p> <p>In order to achieve this objective, the contractor will conduct 5 capacity building events (see below) for participants from national level CSO’s/NGO’s (at least 6) and state/regional CSOs/NGO’s (See Annex) covering technical aspects of REDD+ and proposed PAMs (one day) and development of advocacy, networking and monitoring skills (3 days).</p>

	<p>Such events will be organized in five locations (see Annex for more details):</p> <ol style="list-style-type: none"> <li>1. Yangon, for national level NGO's/CSO's and local NGO's/CSO's from Bago, Nay Pyi Taw, Rakhine and Ayeyarwady</li> <li>2. Dawei, for local NGO's/CSO's from Kayin, Mon and Tanintharyi;</li> <li>3. Taunggyi, for local NGO's/CSO's from Shan and Kayah;</li> <li>4. Mandalay, for local NGO's/CSO's from Mandalay, Kachin and Magwe; and</li> <li>5. Monywa, local NGO's/CSO's from Sagaing and Chin.</li> </ol> <p>Each event may consist of up to half day devoted to training on technical issues and 2.5 days on skill development.</p> <p>Approach.</p> <p>The UN-REDD PMU will provide the contractor with a list of national and sub-national NGO's/CSO's that have been engaged in REDD+ readiness events. The contractor will be responsible for supplementing this list with additional organizations. For sub-national NGO's/CSO's, preference will be given to those which have demonstrated capacity to work alongside EAO's.</p> <p>The contractor will be responsible for developing agendas for each event. For the awareness raising on REDD+, the materials to be used will be provided by the UN-REDD PMU and the UN-REDD PMU will identify trainers. For the skill development, the contractor is responsible for developing/providing the materials to be used and identifying/mobilizing skills trainers.</p> <p>Ahead of each event, or during the opening ceremony of each event, the contractor will undertake a pre-event capacity assessment. At the end of each event, the contractor will conduct a post-event assessment and will include in the event report the results from the pre-assessment and post-assessment.</p> <p>The contractor will submit a report for each event within two weeks of the close of the event, reporting on participation, the training/skills building provided, results of the pre- and post-assessments; additional feedback from participants, and lessons learned through the event on REDD+ implementation, required capacities, and the conduct of capacity building events. The reported lessons will be incorporated into the design of subsequent events.</p> <p>Within three weeks of the final event, the contractor will submit an overall report, complementing the 5 event reports, summarizing the impact achieved and identifying further capacity building requirements.</p>
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List and Description of Expected Outputs to be Delivered	(Please see in attached TOR)												
Person to Supervise the Work/Performance of the Service Provider	(Please see in attached TOR)												
Frequency of Reporting	[Please see in attached TOR]												
Progress Reporting Requirements	Please see in attached TOR												
Location of work	<input checked="" type="checkbox"/> Yangon, Dawei, Taunggyi, Mandalay and Monywa <input checked="" type="checkbox"/> At Contractor's Location												
Expected duration of work	3.5 months												
Target start date	October 2018												
Latest completion date	January 2019												
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Travel to be proposed in line with proposed methodology against target deliverables. Expect to have a visit to Dawei, Taunggyi, Mandalay and Monywa in Myanmar and often visit (at least 2 times) to NPT.</p>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s								
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Special Security Requirements	<input checked="" type="checkbox"/> N/A												
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Not provided												
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required												
Currency of Proposal	<input type="checkbox"/> United States Dollars (for International Firm) <input checked="" type="checkbox"/> Local Currency (Kyats) for Local Firm												
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes												

Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																		
Payment Terms	<table border="1"> <thead> <tr> <th data-bbox="548 699 902 793">Outputs</th><th data-bbox="902 699 1052 793">Percentage</th><th data-bbox="1052 699 1203 793">Timing</th><th data-bbox="1203 699 1414 793">Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td data-bbox="548 793 902 993">Upon submission of the comprehensive work plan, with materials proposed to be used during the capacity building events</td><td data-bbox="902 793 1052 993">20%</td><td data-bbox="1052 793 1203 993">Within 1st week after contracting</td><td data-bbox="1203 793 1414 1549" rowspan="3"> Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td data-bbox="548 993 902 1360"> Upon submission of  <ul style="list-style-type: none"> <li>- the report of the first 2 events</li> <li>- the reports of the final 3 events</li> </ul> </td><td data-bbox="902 993 1052 1203">30%</td><td data-bbox="1052 993 1203 1203">Within 6 weeks after contracting</td></tr> <tr> <td data-bbox="548 1360 902 1549">Upon submission of final overall report consisting of key findings, and recommendations for additional capacity building required</td><td data-bbox="902 1360 1052 1549">30%</td><td data-bbox="1052 1360 1203 1549">Within 12 weeks after contracting</td></tr> <tr> <td data-bbox="548 1549 902 1612">Upon submission of final overall report consisting of key findings, and recommendations for additional capacity building required</td><td data-bbox="902 1549 1052 1612">20%</td><td data-bbox="1052 1549 1203 1612">Within 14 weeks after contracting</td><td data-bbox="1203 1549 1414 1612"></td></tr> </tbody> </table> <p><b>The 20% of advanced payment will be made after signing the contract and it will be deducted from each delivery of payment terms.</b></p>	Outputs	Percentage	Timing	Condition for Payment Release	Upon submission of the comprehensive work plan, with materials proposed to be used during the capacity building events	20%	Within 1st week after contracting	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Upon submission of <ul style="list-style-type: none"> <li>- the report of the first 2 events</li> <li>- the reports of the final 3 events</li> </ul>	30%	Within 6 weeks after contracting	Upon submission of final overall report consisting of key findings, and recommendations for additional capacity building required	30%	Within 12 weeks after contracting	Upon submission of final overall report consisting of key findings, and recommendations for additional capacity building required	20%	Within 14 weeks after contracting	
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Chief Technical Advisor and National Programme Coordinator, UN-REDD Programme																		
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order																		

	<input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 50% <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR <i>[Annex 4]</i> <input type="checkbox"/> Others <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only)	<p>Kyaw Win Htun  <i>Procurement Assistant</i>  <i>kyaw.win.htun@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	N/A

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>1</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>2</sup>)*

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

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

<sup>1</sup> This serves as a guide to the Service Provider in preparing the Proposal.

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



C. **Qualifications of Key Personnel**

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

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

D. **Cost Breakdown per Deliverable\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1			
2	-		
3			

*\*This shall be the basis of the payment tranches*

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

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

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

***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

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

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

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

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

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

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

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,  
**13.2.2.2** any entity over which the Party exercises effective managerial control; or,  
**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

#### **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall

constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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



## Terms of Reference

### Building advocacy, networking and monitoring skills for national and local NGOs

<b>Project Title:</b>	UN-REDD National Programme
<b>Type of Contract:</b>	Professional Service Agreement (NGO registered in Myanmar)
<b>Duration:</b>	70 days in October 2018-January 2019
<b>Location:</b>	Yangon with travel to Dawei, Taunggyi, Mandalay, and Monywa

#### 1. BACKGROUND

With support from the Government of Norway, the UN-REDD Programme<sup>3</sup>, in partnership with the Regional Community Forestry Training Centre (RECOFTC), assisted the Government of Myanmar (GoM) and other stakeholders to develop a “REDD+ Readiness Roadmap” in the period July 2012-August 2013.

Some initial support to the implementation of the Roadmap was provided through the UN-REDD Targeted Support window during 2014-15. In early 2015, Myanmar was invited to submit an Expression of Interest for a UN-REDD National Programme, and subsequently to make a presentation on this Expression of Interest to the 14<sup>th</sup> and 15<sup>th</sup> meetings of the UN-REDD Policy Board. The Policy Board provisionally approved the allocation of USD 5,554,370 to the Myanmar UN-REDD National Programme (‘The Programme’). This decision became operational following the confirmation of availability of funds provided to the interim governance body on July 6, 2016.

The signature of the National Programme Document was completed on 15<sup>th</sup> November 2016, with a duration of 4 years. The first funds transfer from the MPTF-O occurred in November 2016.

A draft National REDD+ Strategy has been prepared and has gone through several consultation processes, and currently has identified 47 “policies and measures” (PAMs) as being required to reduce emissions from Myanmar’s forests.

Implementation of the National REDD+ Strategy will require participation from a wide range of stakeholders. National and sub-national NGO’s/CSO’s may play a number of roles. They may play a role in implementation of some PAMs (for example, “Implement incentivized community co-managed monitoring programmes”; and “Support improved income potential from traditional livelihoods”); but will also be involved in collection of information for the Safeguards Information System, in the establishment of a “grievance redress mechanism”, and in grassroots capacity building. These activities will require contribution from a network of multiple NGO’s/CSO’s, many of whom require capacity building in the advocacy, networking and monitoring skills required for their participation.

#### 2. SCOPE OF WORK

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<sup>3</sup> The UN-REDD Programme is the United Nations Joint collaborative initiative on Reducing Emissions from Deforestation and forest Degradation (REDD+) in developing countries. The Programme builds on the convening role and technical expertise of the Food and Agriculture Organization of the United Nations (FAO), the United Nations Development Programme (UNDP) and the United Nations Environment Programme (UNEP)

The objective of this contract is **“to build advocacy, networking and monitoring skills among national and local NGO’s/CSO’s so as to facilitate their participation in REDD+ implementation.”**

In order to achieve this objective, the contractor will conduct 5 capacity building events (see below) for participants from national level CSO’s/NGO’s (at least 6) and state/regional CSOs/NGO’s (See Annex) covering technical aspects of REDD+ and proposed PAMs (one day) and development of advocacy, networking and monitoring skills (3 days).

Such events will be organized in five locations (see Annex for more details):

6. Yangon, for national level NGO’s/CSO’s and local NGO’s/CSO’s from Bago, Nay Pyi Taw, Rakhine and Ayeyarwady
7. Dawei, for local NGO’s/CSO’s from Kayin, Mon and Tanintharyi;
8. Taunggyi, for local NGO’s/CSO’s from Shan and Kayah;
9. Mandalay, for local NGO’s/CSO’s from Mandalay, Kachin and Magwe; and
10. Monywa, local NGO’s/CSO’s from Sagaing and Chin.

Each event may consist of up to half day devoted to training on technical issues and 2.5 days on skill development.

#### Approach.

The UN-REDD PMU will provide the contractor with a list of national and sub-national NGO’s/CSO’s that have been engaged in REDD+ readiness events. The contractor will be responsible for supplementing this list with additional organizations. For sub-national NGO’s/CSO’s, preference will be given to those which have demonstrated capacity to work alongside EAO’s.

The contractor will be responsible for developing agendas for each event. For the awareness raising on REDD+, the materials to be used will be provided by the UN-REDD PMU and the UN-REDD PMU will identify trainers. For the skill development, the contractor is responsible for developing/providing the materials to be used and identifying/mobilizing skills trainers.

Ahead of each event, or during the opening ceremony of each event, the contractor will undertake a pre-event capacity assessment. At the end of each event, the contractor will conduct a post-event assessment and will include in the event report the results from the pre-assessment and post-assessment.

The contractor will submit a report for each event within two weeks of the close of the event, reporting on participation, the training/skills building provided, results of the pre- and post-assessments; additional feedback from participants, and lessons learned through the event on REDD+ implementation, required capacities, and the conduct of capacity building events. The reported lessons will be incorporated into the design of subsequent events.

Within three weeks of the final event, the contractor will submit an overall report, complementing the 5 event reports, summarizing the impact achieved and identifying further capacity building requirements.

### **3. Duration**

70 working days (October 2018-January 2019)

### **4. COMPETENCY REQUIREMENTS:**

The contracted NGO shall meet the following criteria:

- Demonstrated experience in natural resource management and REDD+;
- Demonstrated good working experience with national and sub-national NGO’s;

- Demonstrated experience on advocacy, networking and monitoring skills building;
- Good communication and facilitation skills.

## 5. DELIVERABLES

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

No.	Expected delivery/outputs	Time Frame
1	Comprehensive work plan, with materials proposed to be used during the capacity building events	Within 1 <sup>st</sup> week after contracting
2	Report of the 1 <sup>st</sup> capacity building event	Within 6 weeks after contracting
3	Reports of each subsequent capacity building event	Within 12 weeks after contracting
4	Final overall report consisting of key findings, and recommendations for additional capacity building required	Within 14 weeks after contracting.

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

## 6. PROPOSAL DETAILS

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

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

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

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

## 7. EVALUATION CRITERIA

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

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

- Expertise of organizations: 20%

- Proposed Work Plan and Approach: 30%
- Personnel: 50%

No.		Description	Score
<b>1</b>		<b>Expertise of Organization</b>	<b>20</b>
	1.1	General organizational capability	10
	1.2	Working with national and sub-national NGO's/CSO's	10
<b>2</b>		<b>Proposed Work plan and Approach</b>	<b>30</b>
	2.1	Understanding the task	10
	2.2	Appropriate conceptual framework and scope of tasks	10
	2.3	Work plan	10
<b>3</b>		<b>Management Structure and qualifications of key personnel</b>	<b>50</b>
	3.1	Completeness of the team composition	10
	3.2	Professionals' qualifications and competence for the assignment	40
		Total	100

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

## 8. PAYMENT TERMS

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

No.	Deliverable	Payment
1	Comprehensive work plan	20%
2	Submission of reports of the first two events	30%
3	Submission of reports of the final three events	30%
4	Final report consisting of key findings, and recommendations for future capacity building requirements	20%

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

# Annex 1: Detailed description for Training

Activities	Target	Duration of each training	Location	No. of participants	Tentative list of Invitees
Conduct one training each in Yangon, Dawei, Taunggyi, Mandalay and Monywa	5 trainings in total (one individual training in Yangon, Dawei, Taunggyi, Mandalay and Monywa)	3 days (half day technical knowledge and 2.5 days for skill development)	Yangon	Around 32 participants	One representative from at least 8 national-level CSO's/NGO's based in Yangon, plus the following state/region representation: Bago: 3 CSO's/8 representatives Naypyitaw: 2 CSO's/4 representatives Ayeyarwaddy: 3 CSO's/8 representatives Rakhine: 4 CSO's/8 representatives
			Dawei	Around 24 participants	2 representatives each from 4 CSOs from each of Kayin, Mon, and Tanintharyi
			Taunggyi	Around 24 participants	2 representatives each from 8 CSOs from Shan and 4 CSOs from Kayah
			Mandalay	Around 24 participants	2 representatives each from 4 CSOs from each of Mandalay, Kachin and Magwe
			Monywa	Around 20 participants	2 representatives each from 5 CSO's from Sagaing and Chin