

## **REQUEST FOR PROPOSALS**

### **Mid Term Review of Township Local Governance Project**

**UNDP Country Office  
Myanmar**

**Reference# 2019/UNDP-MMR/PN/053**



**United Nations Development Programme**  
July, 2019

## Section 1. Letter of Invitation

Yangon, Myanmar  
July 24, 2019

### Mid Term Review of Township Local Governance Project

Dear Mr./Ms.: *[indicate name]*

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) 2019/UNDP-MMR/PN/053 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 – General Terms and Conditions for Contract

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

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

Yours sincerely,

Payal Suri  
Programme Support Unit 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](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](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:

<p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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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:	Mid Term Review of Township Local Governance Project
2		Title of Services/Work:	Mid Term Review of Township Local Governance Project
3		Country / Region of Work Location:	Bago Region, Mon State, Myanmar
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: 9 August 2019  Venue: UNDP Myanmar Country Office, and/or via Skype</p> <p>The UNDP focal point for the arrangement is:  Moung Kee Aung and Min Min Thein  Address: UNDP Myanmar, 6 Nat Mauk Street, Tamwe Township, Yangon, PO Box. 650, 11211, Yangon  E-mail: mmr.procurement@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 because of contractor: 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: 10 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 International Firms <input checked="" type="checkbox"/> Myanmar Kyats (MMK) for Local Firms
16	B.10.1	Deadline for submitting requests for clarifications/questions	(6) days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mounk Kee Aung and Min Min Thein  Address: No. 6 Natmauk Road, Tamwe Township, PO Box. 650, 11211, Yangon, Myanmar  E-mail address dedicated for this purpose: mmr.procurement@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 <a href="http://procurement-notices.undp.org/">http://procurement-notices.undp.org/</a>
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	Proposal Submission Address	Programme Support Unit Team Leader UNDP Myanmar

	D.24		Address; No. 6 Natmawk Road, Tamwe Township, Yangon, PO Box. 650, 11211, Yangon, Myanmar
21	C.21 D.24	Deadline of Submission	Date and Time : <b>August 16, 2019 5:00 PM</b>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> <b>Electronic Submission (e-submission)</b>
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, (Financial Proposal with password protected) <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input checked="" type="checkbox"/> Max. File Size per transmission: 5MB <input checked="" type="checkbox"/> Max. No. of transmission: 10 <input checked="" type="checkbox"/> Mandatory subject of email: [2019/UNDP-MMR/PN/053 (Company name) ] <input checked="" type="checkbox"/> Time Zone to be Recognized: GMT+ 6.30
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: August 19, 2019 12:00 AM Venue : UNDP Myanmar Country Office
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"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the top three clients in terms of Contract Value the past three years.
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	September 10, 2019
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	September 10, 2019 – October 9, 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

## Proposed Standard Technical Proposal Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score	Weight
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	20%	200
3	Key Personnel	60%	600
<b>Total</b>		<b>100</b>	<b>1000</b>

Technical Proposal Evaluation (FORM I) Expertise of the Firm / Organization		Points Obtainable
1.1	Reputation of Organization (Credibility / Reliability)	20
1.2	<ul style="list-style-type: none"> <li>- Loose consortium, Holding company or One firm</li> <li>- Size of the firm</li> <li>- Strength of firm in terms of providing management Support</li> </ul>	20
1.3	Quality assurance procedure, warranty	80
1.4	<ul style="list-style-type: none"> <li>- Specialized knowledge</li> <li>- Experience in conducting similar assignments</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	80
<b>Sub total</b>		<b>200</b>

Technical Proposal Evaluation (FORM II) Proposed methodology, approach and implementation plan		
2.1	To what degree does the Proposer understand the task?	25
2.2	Have the important aspects of the task been addressed in sufficient detail?	35
2.3	Is the scope of task well defined and does it correspond to the TOR?	50
2.4	Is the methodology well explained and meets the ToR requirements?	55
2.5	Is the presentation clear? Is the sequence of actions and the planning logical, realistic and promise efficient delivery of the task?	35
<b>Sub total</b>		<b>200</b>

Technical Proposal Evaluation (FORM III) Management structure and key personnel		
3.1	Team Leader	45
	advanced degree (Master's or preferably Ph.D.) in social sciences, development studies, local governance and fiscal decentralization, political sciences, public administration, international relations and/or related fields.	

	a minimum of 15 years of demonstrated experience in leading evaluation of development projects and programs on local governance, democratization and fiscal decentralization	55
	documented experience of local development grants	40
	proven experience in data analysis as well as report writing	45
	proven track record of working in conflict affected /fragile states	30
	knowledge of the national/regional situation and context	20
	excellent command of English in speaking and writings.	15
<b>Sub total</b>		<b>250</b>
3.2	<b>Expert on conflict sensitivity</b>	
	master's degree in social sciences, development studies, public administration and policies, conflict and peace studies, gender and diversity studies, political sciences, international relations and/or related fields	45
	at least 10 years of demonstrated experience in analyzing and mainstreaming conflict sensitivity and gender aspects and providing technical advice/support	55
	proven track record of working in conflict affected /fragile states	50
	knowledge of the national/regional situation and context	30
	excellent command of English in speaking and writings.	20
<b>Sub total</b>		<b>200</b>
3.3	<b>National expert</b>	
	bachelor's degree (preferably master's) in social sciences, peace and conflict, development studies, political sciences, local governance and decentralization, public administration, international relations and/or related fields	30
	at least 7years of demonstrated experience in development work preferably in the area local governance and peace	30
	experience working with key stakeholders/actors on peacebuilding, local governance in the country	25
	excellent command of English in speaking and writings.	15
<b>Sub total</b>		<b>100</b>
3.4	<b>Translator</b>	
	bachelor's degree in social sciences, peace and conflict, development studies, political sciences,	10

	local governance and decentralization, public administration, international relations and/or related fields	
	at least five years of experience in interpretation related to development work, governance and decentralization	10
	Good communication skills	10
	excellent command of Myanmar and English languages and should be able to interpret in both the languages.	20
<b>Sub total</b>		<b>50</b>
<b>Total 3.1, 3.2, 3.3 and 3.4</b>		<b>600</b>

**MID TERM REVIEW**  
**Township Local Governance Project**

**1. Background and context**

Since the adoption of the new constitution in 2008, Myanmar is on a path towards greater political, administrative and fiscal decentralization. Central to this process is the shift of decision-making power and budgets from the union level to the subnational level. State/Region governments and State/Region parliaments have been established, with their own budgets, their own decision-making power and their own accountability mechanisms, including checks and balances. However, the township administrations have so far been largely left out of this decentralization process.

In Myanmar the public services are largely delivered through township level administration where people interact with public service providers but the township administrations have little, if any, influence over budget decisions. This situation hinders township officials from effectively addressing local needs, discourages public participation in planning and decision-making processes, and sustains a local governance structure with weak accountability and transparency.

About the Project: Township Democratic Local Governance Project (TDLG) addresses the institutional challenges in Myanmar's local governance structures, emphasizing planning at the township level as one entry point in trying to make local governments more inclusive and responsive to people's needs. The project is designed along four work streams to strengthen the capacities of township administrations to meet local needs for public services; to facilitate information sharing and meaningful participation by the public in planning processes; to facilitate township administrations engaging with Ethnic Armed Organizations (EAOs) on service delivery coordination (and involve them in township planning processes); to foster participation of civil society in local governance/ township planning ; and to utilize lessons learned by the project to advocate for policy change.

TDLG Project document was signed in November 2017 with the expected completion date of the first phase in December 2020.

The primary beneficiaries of the project are men and women of target townships in Bago Region and Mon State. The ultimate beneficiaries are the population of Myanmar as the project aims to develop *systems* of good local governance and fiscal decentralization to the lowest administrative level.

TDLG works with government institutions at all levels (Union, State/Regions (S/R) and township) and applies the introduced democratic (local) governance systems and processes, while recognizing the general population, as well as non-State actors. TDLG therefore provides a feedback loop through information, consultation, civic engagement and civil society forums, whereby the township administrations can practice and learn to be more transparent and participatory providing concrete opportunities for an expanded range of local actors through Ward/Village Tract Administrators (W/VTAs), 10 house hold leaders, and Hluttaw (parliament) members (as their elected representatives), Civil Society Organisations (CSOs) and EAOs together with township administrations to engage in inclusive processes that may generate learning and inspire wider democratic transition initiatives beyond the scope of this project. Another essential part of the project is to address issues of inclusiveness, particularly with regards to women in official local governance structures and their ability to engage in and inform planning processes—thereby providing them voice and participation. To this end, the project started working with the INGO Oxfam to strengthen CSO's participation and strengthen women's leadership skills for their



meaningful participation in township planning process in Mon State.

TDLG is using local development grants as an incentive to enhance institutional change, test fiscal decentralization and develop local governance systems. TDLG covers 10 townships in Mon State and 5 in Bago Region. Apart from Mon State and Bago Region, TDLG also covers 5 townships in Rakhine State through the Rakhine Area-Based Programme (RABP).

The TDLG Project Document includes provisions for conducting a mid-term and final project evaluations. To comply with the Project Document's requirements, this mid-term evaluation is initiated *to determine the relevance and fulfillment of objectives, developmental efficiency, effectiveness, and sustainability* of TDLG activities in Bago Region and Mon State.

Total budget: As per the Project Document, the total budget of TDLG for Bago region and Mon State is about USD 19 million for the period of November 2017 – December 2020. The project structure is composed of an international Chief Technical Advisor, international Project Manager, international UNV responsible for M&E, as well as a national Project Management Analyst, Project Associate and 2 drivers. The project staff in Bago and Mon comprise 2 Senior Technical Specialists and 15 Township Governance Officers.

Key partners: As per the Project Document, the project is primarily focusing on sub-national governance, particularly at the level of township administrators. The key partner is the Government of Myanmar. At the State/Region level, the primary partners are the state/region governments, the Township Planning and Implementation Committees (TPIC) represented by different government departments. Others include W/VTAs, representatives of Parliament, EAOs, CSOs, as well as Oxfam and SDC, DFID and other donors.

Observed changes in the Project:

The TDLG project has been working with the General Administration Department (GAD) as a key partner since the beginning of the project. An important decision was taken by the Government in early 2019 to move GAD from the Ministry of Home Affairs to the newly established Ministry of the Office of the Union Government. This move might have implications for further decentralization reforms. It is foreseen that the GAD will play a greater role in drafting new policies affecting union and sub national administrative reform in the future. Currently there are no known changes in GAD's mandate.

Additionally, a recent development is the decision of Bago Region government to allocate 57% of its regional budget to townships prior to the start of FY 2018/2019 annual planning process. The funds will be allocated through a need-based allocation formula, which is an approach that is based on the successful partnership between the Government and the TDLG project that also uses a need-based allocation formula.

Finally, despite the fact that township level has so far been largely left out of the decentralization process, important initiatives have been taken to increase information to citizens about public affairs such as the publication of the Citizen Budget that explains the government budget cycle at both Union and State/Region level and is used by Government to enhance transparency and accountability. Citizens budgets are now developed in almost all states and regions and the TDLG is supporting governments in their dissemination of the Citizens budget to the public.

Key challenges: The project faced some challenges in implementing project activities such as problems with filling the Project Manager position and frequent rotations within the Government requiring continuity of capacity development support provided by the project. Systemic engagement of formal structures such as TPICs was also found critical for more sustainable development outcomes.

The political context and national level dialogue on peace process have had an impact on local level in terms of how sub-national administrations perceive and how EAOs react to it. Further restrictions from Union government have made the project's engagement with EAOs even more challenging. These restrictions have slowed down the interventions requested by the EAOs, particularly facilitation of township level meetings between the EAOs and township officials from the respective departments.

Identifying best practices for engagement of CSOs in participatory planning processes at the sub-national level has also been a challenge. Different partnership arrangements with regards to CSO engagement were sought and put in place in Bago Region and Mon State and more learning is required to explore the most feasible option for CSO engagement. UNDP's partnership with Oxfam, which is emphasizing the role of Civil society's engagement with township administrations on social accountability, is specifically designed to create entry points and constructive spaces for township administrations and local CSOs and interest-based groups, including women's groups, to amplify local issues in the planning process and testing social accountability tools to strengthen the social contract between the government and citizens.

Cross-cutting issues: According to UNDP Programme and Project Management policies "all programming applies the core principles of human rights, gender equality, resilience and sustainability, and leaving no one behind. Social and environmental sustainability are systematically integrated. Potential harm to people and the environment is avoided wherever possible, and otherwise minimized, mitigated and managed".

As such women's participation in the township planning process is an essential area of work where the project applies two-pronged approach to integrate gender equality into planning processes and to support women to utilize the enabling environment to advocate for women's concerns. The project uses a systematic participatory planning methodology and all township plans were prepared in line with the principles of good local governance (inclusivity, participation, cross-sectoral analysis, while using data and statistics). In addition, the planning process also covers the level of elected representatives (10 household leaders) to improve the gender balance amongst people's representatives in selection of projects.

In the TDLG project, a conflict sensitive approach is applied through engagement with government, partners, civil society, community leaders to improve prospects for non-discrimination, fulfilment of human rights and to promote principles of equality and inclusion.

A large component of TDLG involves the implementation of infrastructure projects. Even in stable environments, infrastructure projects may cause disagreements and even tensions if area-specific matters and the needs of diverse groups are not duly considered at the planning stage. Conflict sensitivity considerations are not just important in relation to immediate project implementation but equally the impact of the project on community relationships. Infrastructure plans should ensure that clear roles, capacity, and resources will be in place for longer term maintenance of these infrastructures.

Linkage with the partner Government's strategies and priorities: The TDLG project is guided by the principles of the 2030 Agenda and the Sustainable Development Goals (SDGs) on strengthening of institutions, including use of data, inclusive participation, policy coherence, leave no one behind, human-rights based approach, and conflict sensitivity, among others, and promotes the achievement of the SDGs at the local level. TDLG specifically contributes to SDG 16 on peaceful communities and just, responsible and accountable institutions.

TDLG also contributes to the Myanmar Sustainable Development Plan (2018-2030) - MSDP:

- *Goal 1: "Peace, National Reconciliation, Security and Good Governance" through the Strategy 1.4: "Enhance good governance, institutional performance and improve the efficiency of administrative decision making at all levels" and Strategy 1.5: "Increase the ability of all people to engage with the government"*

- Goal 2: *“Economic Stability and strengthened macroeconomic management”* through the Strategy 2.4: *Strengthened Public Financial Management to support stability and the efficient allocation of public resources.*

TDLG contributes to the following outcome of the UNDP Strategic Plan (2018-2021): *“Citizen Expectations for voice, development, the rule of law and accountability are met by stronger systems of democratic governance”* and the following Outputs of UNDP’s Country Programme Document (2018 – 2022) - CPD:

- CPD Output 1.1: Effective public institution enabled to develop and implement evidence-based policies and systems that respond to the needs of the people
- CPD Output 1.2: Institutions at union and subnational levels enabled to develop effective systems and procedures for performing their representative and oversight functions.

#### Project Summary:

PROJECT INFORMATION		
Project/outcome title	Township Democratic Local Governance Project	
Atlas ID	00089167	
Corporate outcome and output	CPD outcome 1.1	
Country	Myanmar	
Region	Bago Region, Mon State	
Date project document signed	11.12.2017	
Project dates	Start	Planned end
	01.11.2017	31.12.2020
Project budget	<b>19,130,175 USD</b> (total budget required as per project document) Switzerland (SDC): 10,028,106 United Kingdom (DFID): 5,173,656 Sweden (SIDA): 158,179 <sup>2</sup>	
Project expenditure at the time of evaluation	<b>3,204,714.92 USD<sup>3</sup></b>	
Funding source	Switzerland (SDC), United Kingdom (DFID), Sweden (SIDA)	
Implementing party	UNDP Myanmar	
Responsible Party	Oxfam (Output 2)	

<sup>2</sup> SIDA contribution budgeted in 2018 and 2019 for local governance work under UNDP’s SERIP project output 4. While this contribution is not part of the TDLG project per se but the SERIP project, it is acknowledged here as it also contributes to achieving results in Bago and Mon, and at the union level.

<sup>3</sup> This amount reflects latest available expenditure data for 2017 and 2018 for SIDA, SDC and DFID funds. Expenditure for Jan-Jun 2019 will be available during July 2019.

### **Evaluation purpose, scope and objectives**

The Mid-Term Review (MTR) will assess the progress towards the achievement of the project objectives and outcomes as specified in the project document, and identify early signs of project success and areas for improvement that will guide the future direction of the project.

The specific objectives of this mid-term evaluation are to review and make recommendations related to;

- Participatory Planning process at township level, evidence-based success factors and sustainability;
- Engagement with EAOs and CSOs;
- Advocacy for policy change based on lessons learned by the project;
- Partnership arrangements with the Implementing Partners put in place by the project and their effectiveness;
- Document challenges, successes, lessons learnt of the project in line with project design, also evaluating how conflict sensitive programme management (CSPM) and gender mainstreaming have been applied in the project.

### **3. Evaluation criteria and key guiding questions**

The MTR will be conducted in line with OECD-DAC evaluation criteria.

*The key questions to be addressed during the evaluation include:*

#### **Relevance:**

- To what extent is the project in line with sub-national and national development priorities (MSDP), CPD outputs and outcomes, the UNDP Strategic Plan and the SDGs?
- To what extent did the project follow a clear theory of change built with stakeholders?
- To what extent were lessons learned from other relevant projects considered in the project's design and implementation?
- To what extent were perspectives of those who could affect the outcomes, and those who could contribute information or other resources to the attainment of stated results, taken into account during the project design and implementation processes?
- Are the project's objectives and outputs clear, practical and feasible within its frame? If not, does it provide space for flexibility to be responsive to policy changes that would directly affect the achievement of project objectives?
- How did the project promote UNDP principles of gender equality, inclusiveness, human rights-based approach, and human development? How were these cross-cutting areas mainstreamed into the project?
- To what extent has the project been appropriately responsive to political, legal, economic, institutional, etc. changes in the country e.g. the move of GAD to the Ministry of the Office of the Union Government in December 2018, or the withdrawal of the Karen National Union (KNU) from official peace talks in 2018, the signing of the National Ceasefire Agreement (NCA) by the New Mon State Party (NMSP) in February 2018, etc.?

#### **Effectiveness**

- To what extent does the project contribute to country program outcomes and outputs, national development priorities (MSDP), UNDP strategic plan and SDGs?

- To what extent were the project outputs and objectives achieved? Which of these outputs and objectives are being achieved, and where is the project facing challenges and which ones?
- Is the objective of the project clearly articulated in relevant documents and translated into operational practices?
- What have been the main limiting factors constraining the project's effectiveness? How were they mitigated by the project? How likely is it that these factors will remain or change until the end of the project (and what that means in terms of changing directions for the project)?
- To what extent has the UNDP partnership strategy been appropriate and effective including engagement with non-government actors (CSOs and EAOs)? Have these actors been successfully integrated into project implementation? Are there other models/ partnership arrangements/ approaches that need to be considered to better achieve project outputs 2 and 3 (engagement with CSOs and EAOs) and if yes, what would they look like?
- How are different stakeholder views considered in project implementation?
- How does the project engage with actors and processes beyond grants? What are the areas where it can influence change (i.e. around broader local governance systems, democratization and decentralization)?

### **Efficiency**

1. To what extent was the project management structure (e.g. project boards) as outlined in the project document efficient in generating the expected results?
2. To what extent have the project implementation strategy and execution been efficient and cost-effective (e.g. value for money)? To what extent has there been an economical use of financial and human resources?
3. Have resources (funds, human resources, time, expertise, etc.) been allocated strategically and at the right time to achieve outcomes? To what extent have resources been used efficiently?
4. To what extent do the M&E systems utilized by UNDP ensure effective and efficient project management? What are the key areas of learning in the first two years, are there robust learning/feedback loops, and how has the project adapted in response?
5. What are the linkages (i.e. data and parliament engagement) that have been found to be important to project success, and how well are these being integrated?
6. Are the risks of the project clearly assessed – and accurate? Does the project have sufficient ability to adapt to changing context and mitigating risk?
7. Is the strategic approach (piloting/one state one region) assumptions of the project effective in meeting the objectives of demonstration/influence?
8. How does the project objective fit with the political and institutional incentives of the key actors – and how does a better understanding of these incentives shape the direction of the project?

### **Sustainability**

1. To what extent will financial and economic resources be available to sustain the benefits achieved by the project?
2. Are there any social, financial, political risks that may jeopardize sustainability of project outputs?
3. To what extent do the activities of the project contribute to sustainable changes in the country (both at beneficiary level and national/policy level)?

4. Do the legal frameworks, policies and governance structures and processes within which the project operates pose risks that may jeopardize sustainability of project benefits?
5. To what extent did UNDP actions pose an environmental threat to the sustainability of project outputs?
6. To what extent do stakeholders support the project's long-term objectives? What is the risk that the level of stakeholders' ownership will be insufficient to allow for the project benefits to be sustained?
7. How are linkages between other actors/development partners programmes established, and what is the influence of TDLG?
8. Should the project explore to initiate an expansion to other geographic areas? Does TDLG need to explore other models of delivering local governance work to be more sustainable (e.g. focus on technical assistance in combination with Government cost sharing/ loans received by Gov to cover the implementation of grants)? Any other recommendations related to upscaling/ replication of the TDLG model?
9. What is the long-term sustainability plan? What could be done to strengthen exit strategies and sustainability?

### Evaluation cross-cutting issues sample questions

#### Human rights

- To what extent the beneficiaries (right holders) have participated in various stages of planning, implementation and monitoring/evaluation of project activities?
- To what extent have poor, indigenous and physically challenged, women and other disadvantaged and marginalized groups benefited from the work of UNDP in the country?

#### Gender equality

- To what extent have gender equality and the empowerment of women been addressed in the design, implementation and monitoring of the project?
- Is the gender marker data assigned to this project representative of reality?
- To what extent has the project promoted positive changes in gender equality and the empowerment of women? Were there any unintended effects?

#### Conflict Sensitivity/Do No Harm

- To what extent has engagement with government, partners, civil society, community leaders, EAOs is improving prospects for non-discrimination, human rights and principles of equality and inclusion
- Which government authorities and which EAO institutions are we working with and to what extent are they considered legitimate and trusted by all communities in all project locations?
- To what extent have conflict sensitivity considerations been integrated into project design, implementation and M&E to ensure TDLG intervention do No Harm?
- What is the impact of the project interventions on stakeholder (government, EAOs and communities) relationships
- What measures has the project put in place to ensure that governance structures are not unintentionally reinforcing tensions, conflict, discrimination and exclusion but rather strengthening social cohesion through project activities?
- Might any of our actions, including mitigation measures to limit escalating tensions between project stakeholders unintentionally contribute to conflict including non-participation of EAOs in mixed controlled areas?
- How is the project addressing any grievances that are arising from our programming, especially mixed controlled areas?

## 4 Methodology:

The evaluation will be conducted primarily to assess the progress of the project against the project document to assess against the context to provide recommendations for any adjustments to the project design, management and implementation. The MTR must provide evidence-based information that is credible, reliable and useful. The MTR team will review all relevant sources of information including documents prepared during the preparation phase.

A suggestive list of approaches for information review/analysis are as follows and the consultant team are expected to present a more robust methodology, including data sources, in the proposal and the 'inception report':

The evaluation design will include both the qualitative and quantitative methods involving primary and secondary data collection.

- **Desk review of all relevant documentation.** This would include a review of inter alia
  - MSDP, CPD and Project document (contribution agreement).
  - Theory of change and results framework, including monitoring system.

- Programme and project quality assurance reports.
  - Annual workplans.
  - Activity designs.
  - Semi-annual and Annual progress reports.
  - Monitoring reports.
  - Minutes of project board meetings.
  - Risk matrix and mitigation measures
  - EAO engagement strategy for TDLG
  - Country Programme Conflict sensitivity mainstreaming strategy
  - Other secondary documentation
- **Interviews** with key stakeholders including key government counterparts, members of parliament, donor community members, representatives of key international and national civil society organizations, EAOs and implementing partners to gather diverse views from stakeholders engaged in project implementation.
    - **Development of evaluation questions** around relevance, effectiveness, efficiency and sustainability and designed for different stakeholders to be interviewed.
    - **Surveys questionnaires, guidelines for interviews and Focus group discussions** to be reviewed/finalized and pretested.
  - **Visit to selected field sites** and undertake **key informant interviews** with government officials, and other stakeholders who have been involved in implementing activities under the program and/or participated in various program activities, and program's beneficiaries. **Focus Group Discussions** to be held whenever appropriate. All interviews should be undertaken in full confidence and anonymity. The final evaluation report should not assign specific comments to individuals.
  - **Field visits** and on-site validation of key tangible outputs and interventions.
  - **Other methods** such as observational visits (keeping in mind the requirement of seeking prior travel approval as required by Government)
  - **Data review and analysis** of monitoring and other data sources and methods.
    - Ensure maximum validity, reliability of data (quality) and promote use; the evaluation team will ensure triangulation of the various data sources.

The final methodological approach including interview schedule, field visits and data to be used in the evaluation should be clearly outlined in the inception report and be fully discussed and agreed between Evaluation Steering Committee, UNDP and the evaluators.

## 5. Evaluation products (deliverables)

The evaluation team will be accountable for producing following Deliverables/Expected outputs. These products include:

Deliverables	Payments
<ul style="list-style-type: none"> <li>■ <b>Evaluation inception report (max 10 pages).</b> The inception report should be carried out following and based on preliminary</li> </ul>	25 percent



discussions with UNDP after the desk review and should be produced before the evaluation starts (before any formal evaluation interviews, survey distribution or field visits) and prior to the country visit in the case of international evaluators. It should detail the evaluators' understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods; proposed sources of data; and data collection and analysis procedures. The inception report should include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product. The inception report provides the programme unit and the evaluators with an opportunity to verify that they share the same understanding about the evaluation and clarify any misunderstanding at the outset.	
<ul style="list-style-type: none"> <li>■ <b>Evaluation debriefings.</b> Debriefing meetings should be held (i) after collecting primary data from the field focusing on the initial findings and observations and (ii) a formal briefing should be held at the end of the mission including a power point presentation with all major findings and recommendations.</li> </ul>	
<ul style="list-style-type: none"> <li>■ <b>Draft Midterm evaluation report (within an agreed length).</b><sup>4</sup> Draft Mid-Term Evaluation report with all major findings and recommendations. The programme unit and key stakeholders in the evaluation should review the draft evaluation report and provide an amalgamated set of comments to the evaluator within an agreed period of time, addressing the content required (as agreed in the TOR and inception report) and quality criteria as outlined in these guidelines.</li> </ul>	25 percent
<ul style="list-style-type: none"> <li>■ <b>Presentation of draft report</b> to evaluation steering committee</li> </ul>	
<ul style="list-style-type: none"> <li>■ <b>Final Draft Mid-Term Evaluation report</b> incorporating comments received, and including a clear succinct Executive Summary</li> <li>■ <b>Evaluation report audit trail.</b> Comments and changes by the evaluator in response to the draft report should be retained by the evaluator to show how they have addressed comments.</li> </ul>	
<ul style="list-style-type: none"> <li>■ <b>Presentations to stakeholders and/or the evaluation steering committee</b></li> </ul>	
<ul style="list-style-type: none"> <li>■ <b>Evaluation brief and other knowledge products</b> or participation in knowledge-sharing events, if relevant.</li> </ul>	
<ul style="list-style-type: none"> <li>■ <b>Final evaluation report.</b> The final report should be accompanied by digital copies of the processed data files, transcripts and associated materials.</li> </ul>	50 percent

<sup>4</sup> A length of 40 to 60 pages including executive summary is suggested.

## **6. Evaluation team composition and required competencies**

The MTR team should consist of four **members** including **an experienced Team Leader (International)** with documented experience of fiscal decentralization and local governance, **a technical person with expertise on conflict sensitivity and gender (International)**, **a person with documented experience of Myanmar's context (national)** and **a person who brings experience in translating/interpreting**. The members should have extensive knowledge about the country context and local governance issues. Both national and international expertise will be combined to ensure quality, innovation and local context. Fluency in English is required of all team members.

**The team leader (International)** should have

- advanced degree (Master's or preferably Ph.D.) in social sciences, development studies, local governance and fiscal decentralization, political sciences, public administration, international relations and/or related fields.
- a minimum of 15 years of demonstrated experience in leading evaluation of development projects and programs on local governance, democratization and fiscal decentralization.
- documented experience of local development grants
- proven experience in data analysis as well as report writing
- proven track record of working in conflict affected /fragile states
- knowledge of the national/regional situation and context;
- work experience in South East Asia and in Myanmar would be an asset.
- excellent command of English in speaking and writings.

**The technical expert on conflict sensitivity and gender (International)** should have

- master's degree in social sciences, development studies, public administration and policies, conflict and peace studies, gender and diversity studies, political sciences, international relations and/or related fields.
- at least 10 years of demonstrated experience in analyzing and mainstreaming conflict sensitivity and gender aspects and providing technical advice/support
- proven track record of working in conflict affected /fragile states
- knowledge of the national/regional situation and context;
- experience in conflict sensitivity and gender related work in South East Asia and in Myanmar would be an asset but not a requirement.
- excellent command of English in speaking and writings

**The national expert** should have

- bachelor's degree (preferably master's) in social sciences, peace and conflict, development studies, political sciences, local governance and decentralization, public administration, international relations and/or related fields
- proven record and experience in working at the local governance programs in which local development planning and financing projects in mix-controlled areas would be an asset
- at least 7 years of demonstrated experience in development work preferably in the area local governance and peace
- experience working with key stakeholders/actors on peacebuilding, local governance in the country
- excellent command of Myanmar and English languages in speaking and writings

**The translator** should have

- bachelor's degree in social sciences, peace and conflict, development studies, political sciences, local governance and decentralization, public administration, international relations and/or related fields
- at least five years of experience in interpretation related to development work, governance and decentralization
- good English language.
- good communication skills.
- excellent command of Myanmar and English languages and should be able to interpret in both the languages.

## **7. Evaluation ethics**

The evaluation is expected to adhere to a framework supporting human rights-based (HRBA), results-oriented and gender responsive monitoring and evaluation. Towards this purpose, the project evaluation will encompass the principles of gender equality and human rights, ensuring that the evaluation process respects these normative standards, and aims for the progressive realization of same by respecting, protecting and fulfilling obligations of non-discrimination, access to information, and ensuring participation through a combination of consultative and participatory evaluation approaches.

## **8. Implementation arrangements**

Evaluation management structure five level structure

1. **Evaluation Commissioners (EC):** Senior management who owns the evaluation
2. **Evaluation Steering Committee (ESC):** Key project stakeholders as advisory
3. **Evaluation Management Group (EMG):** Selected members for day to day management
4. **Evaluation Manager (EM):** Programme specialist as Lead for evaluation management
5. **Evaluators:** Third party

Detail of roles and responsibility of evaluation management structure is mentioned below:

1. **Evaluation Commissioners (EC):** Country office senior management, who “own” the evaluation plan for their programme/project. The key role of the EC will be the following:
  - Lead and ensure the development of a comprehensive, representative, strategic and costed evaluation plan
  - Responsible for the timely implementation of the evaluation plan
  - Ensure evaluability of UNDP initiatives: clear and comprehensive results frameworks are in place and effective monitoring is implemented
  - Establish appropriate institutional arrangement to manage evaluation- appoint evaluation manager;
  - Safeguard the independence of the exercise and ensure quality of evaluation;
  - Ensure management response are prepared and implemented
  - Accountable for quality and approval of final TOR, Final evaluation report and mgt responses
2. **Evaluation Steering Committee (ESC):** Key project stakeholders, government partners and/ or donors including representatives from project management boards. The key role of the Evaluation Steering Committee will be the following:

- This is the primary decision-making entity for the evaluation as it consists of members of the evaluation commissioners and other key stakeholders
- Perform advisory role throughout the evaluation process
- Composition and level of engagement of ESC can be discussed and finalized with consensus during finalization of ToR
- Endorse the ToR for the evaluation
- Oversee progress and conduct of the evaluation
- Ensure that evaluation standards, as provided by UNEG, are adhered to, including safeguarding of transparency and independence
- Provide advice on the evaluation's relevance, on the appropriateness of evaluation questions and methodology and on the extent to which conclusions and recommendations are both credible considering the evidence that is presented and are action-oriented
- Review the evaluation products, provide feedback and ensure final draft meets quality standards. Endorse the final evaluation report
- Endorse the communication plan for the dissemination of evaluation findings. Communication plan to be prepared by evaluation task manager
- Review and endorse management response to the evaluation
- Ensure participation of donors as observers in the selection of consultants/ consultancy firms to carry out the MTR

**3. Evaluation Management Group (EMG):** Programme unit head/Programme Specialist, M&E focal point of the project; Project Manager, QA and Reporting Specialist of Country offices. This group will support the Evaluation Manager for the day-to-day management of the evaluation process. More specifically, it will:

- Prepare the terms of reference for the evaluation in consultation with the Evaluation Steering Committee (ESC);
- Ensure the quality and independence of the evaluation in alignment with UNEG Norms and Standards and Ethical Guidelines;
- Support the Evaluation Manager for the day-to-day implementation of the evaluation activities and management of the evaluation budget;
- Hire the team of external consultants
- Ensure participation of relevant stakeholders;
- Review and provide substantive comments to the inception report, including the work plan, analytical framework, methodology, and evaluation matrix;
- Substantive feedback on the draft and final evaluation reports, for quality assurance purposes, and to ensure that the evaluation findings and conclusions are relevant and recommendations are implementable;
- Inform the Evaluation Steering Committee on progress;
- Prepare management response to the evaluation for ESC's review
- Contribute to the dissemination of the evaluation findings and follow-up on the management response.

**4. Evaluation Manager (EM):** Program Officer from the country office. Evaluation manager will work as the Secretariat of the EMG.

- Participate in all stages of the evaluation process: (a) evaluability assessment;
- (b) preparation; (c) implementation and management; and (d) use of the evaluation
- Lead the development of the evaluation terms of reference
- Participate in the selection/ recruitment of external evaluators
- Safeguard the independence of evaluations
- Provide the evaluators with administrative support and required data and documentation

- Liaise with the programme/project manager(s) throughout the evaluation process Connect the evaluators with the wider programme unit, senior management and key evaluation stakeholders, and ensure a fully inclusive and transparent approach to the evaluation
  - Review and approve inception reports including evaluation questions and methodologies
  - Review and comment on draft evaluation reports, circulate draft and final evaluation reports Collect and consolidate comments on draft evaluation reports and share with the evaluation team for finalization of the evaluation report
  - Contribute to the development of management responses and key actions to all recommendations addressed to UNDP
  - Ensure evaluation terms of reference, final evaluation reports, management responses, lessons learned, and other relevant information are publicly available through the ERC within the specified time frame
  - Facilitate, monitor and report on a quarterly basis implementation of management responses and key actions
  - Facilitate knowledge-sharing and use of findings in programming and decision-making
5. **Evaluation team:** This team has to be a third-party firm/group/individuals who have never been involved directly or as implementing partners in any part of the project/program design, advisory role and/or implementation of any component of the project. Their tasks will be as per the ToR and contractual agreement:
- Fulfil the contractual arrangements under the terms of reference as appropriate
  - Develop the evaluation inception report, including an evaluation matrix, in line with the terms of reference
  - Keep to standards and ethical principles in line with UNEG Norms and Standards and Ethical Guidelines;
  - Draft reports and brief the evaluation manager, programme/project managers and stakeholders on the progress and key findings and recommendations
  - Finalize the evaluation, taking into consideration comments and questions on the evaluation report. Evaluators' feedback should be recorded in the audit trail
  - Deliver the products agreed to the right standard and quality;
  - Account for what the team has done (and spent).

## 9. Implementation arrangements

ACTIVITY	ESTIMATED # OF DAYS	DATE	PLACE	RESPONSIBLE PARTY
Drafting and finalizing the TOR (incorporate comments)		July		Evaluation Manager
Preparation time for procurement team	2 days	July		UNDP procurement
Announcement and compilation	23days	August		UNDP procurement
Review and submission	15 days	August		UNDP /Review Team
Finalization and signing of contract	5 days	September		UNDP/Review Team and procurement
Evaluation team on board		September		
<b>Phase One: Desk review and inception report</b>				
Briefing meeting with UNDP (programme managers and project staff as needed)	1 day	September	Remotely	Evaluation Manager and Commissioner
Sharing of the relevant documentation with the evaluation team	-	After signing the contract	Via email	Evaluation Manager and Commissioner
Desk review, Evaluation design, methodology and updated workplan including the list of stakeholders to be interviewed	3 days	September	Home- based	Evaluation Team
Submission of the inception report (15 pages maximum)	-	September		Evaluation Team
Comments and approval of inception report and evaluation plan	-	September	UNDP	Evaluation Manager

<b>Phase Two: Data-collection mission</b>				
Initial consultations with UNDP, donors and concerned stakeholders (Yangon)	5 days	September		Evaluation Manager
Field visits, in-depth interviews and focus group discussions	10 days	September/October	In country With field visits	UNDP to organize meetings with local project partners, project staff, local authorities, NGOs, etc.
Debriefing to UNDP and key stakeholders	1 day	October	In country	Evaluation Team
<b>Phase Three: Evaluation report writing</b>				
Preparation of draft evaluation report (50 pages maximum excluding annexes), executive summary (5 pages)	5 days	October	Home- based	Evaluation Team
Draft report submission	-	October		Evaluation Team
Consolidated UNDP and stakeholder comments to the draft report	10 days	October	UNDP	Evaluation Manager
Debriefing	1 day	November	Remotely UNDP	UNDP, ESC, stakeholder and Evaluation Team
Finalization of the evaluation report incorporating additions and comments	3 days	November	Home- based	Evaluation Team
Submission of the final evaluation report to UNDP country office (50 pages maximum excluding executive summary and annexes)	-	November	Home- based	Evaluation Team
<b>Estimated total days for the evaluation</b>	<b>29</b>			

Days of involvement: Team Leader: 29 days, CS and Gender Specialist: 22 days, National Expert: 22 days and Translator: 15 days

## **10. Application submission process and criteria for selection**

The application submission process -*both financial and technical* is included in the RFP.

### **Criteria for selecting the best offer**

Upon the advertisement of the Procurement Notice, qualified Consultancy Firm is expected to submit both the Technical and Financial Proposals. Accordingly, the firm will be evaluated based on Cumulative Analysis as per the following conditions:

- Responsive/compliant/acceptable as per the Instruction to Bidders (ITB) of the Standard Bid Document (SBD), and
- Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation. In this regard, the respective weight of the proposals are:
  - a. Technical Criteria weight is 70%
  - b. Financial Criteria weight is 30%

### **Recommended presentation of technical proposal**

For purposes of generating proposals whose contents are uniformly presented and to facilitate their comparative review, a Service Provider advised to use a proposed Table of Contents.

### **Confidentiality and proprietary interests**

The consultants shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of the UNDP. This assignment will be administrated by UNDP hence UNDP rules, policies and procedures will apply.

### **Evaluation team composition**

The organization if selected may be required to work with Individual Consultant directly hired by UNDP.

### **Proposed standard technical proposal evaluation criteria**

Summary of Technical Proposal Evaluation Forms		Score	Weight
1	Expertise of Firm / Organization	20%	200
2	Proposed Methodology, Approach and Implementation Plan	20%	200
3	Key Personnel	60%	600
<b>Total</b>		<b>100</b>	<b>1000</b>



<b>Technical Proposal Evaluation (FORM I) Expertise of the Firm / Organization</b>		<b>Points Obtainable</b>
1.1	Reputation of Organization (Credibility / Reliability)	20
1.2	<ul style="list-style-type: none"> <li>- Loose consortium, Holding company or One firm</li> <li>- Size of the firm</li> <li>- Strength of firm in terms of providing management Support</li> </ul>	20
1.3	Quality assurance procedure, warranty	80
1.4	<ul style="list-style-type: none"> <li>- Specialized knowledge</li> <li>- Experience in conducting similar assignments</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	80
<b>Sub total</b>		<b>200</b>
<b>Technical Proposal Evaluation (FORM II) Proposed methodology, approach and implementation plan</b>		
2.1	To what degree does the Proposer understand the task?	25
2.2	Have the important aspects of the task been addressed in sufficient detail?	35
2.3	Is the scope of task well defined and does it correspond to the TOR?	50
2.4	Is the methodology well explained and meets the ToR requirements?	55
2.5	Is the presentation clear? Is the sequence of actions and the planning logical, realistic and promise efficient delivery of the task?	35
<b>Sub total</b>		<b>200</b>
<b>Technical Proposal Evaluation (FORM III) Management structure and key personnel</b>		
3.1	Team Leader	
	advanced degree (Master's or preferably Ph.D.) in social sciences, development studies, local governance and fiscal decentralization, political sciences, public administration, international relations and/or related fields.	45
	a minimum of 15 years of demonstrated experience in leading evaluation of development projects and programs on local governance, democratization and fiscal decentralization	55
	documented experience of local development grants	40
	proven experience in data analysis as well as report writing	45

	proven track record of working in conflict affected /fragile states	30
	knowledge of the national/regional situation and context	20
	excellent command of English in speaking and writings.	15
<b>Sub total</b>		<b>250</b>
3.2	<b>Expert on conflict sensitivity</b>	
	master's degree in social sciences, development studies, public administration and policies, conflict and peace studies, gender and diversity studies, political sciences, international relations and/or related fields	45
	at least 10 years of demonstrated experience in analyzing and mainstreaming conflict sensitivity and gender aspects and providing technical advice/support	55
	proven track record of working in conflict affected /fragile states	50
	knowledge of the national/regional situation and context	30
	excellent command of English in speaking and writings.	20
<b>Sub total</b>		<b>200</b>
3.3	<b>National expert</b>	
	bachelor's degree (preferably master's) in social sciences, peace and conflict, development studies, political sciences, local governance and decentralization, public administration, international relations and/or related fields	30
	at least 7years of demonstrated experience in development work preferably in the area local governance and peace	30
	experience working with key stakeholders/actors on peacebuilding, local governance in the country	25
	excellent command of English in speaking and writings.	15
<b>Sub total</b>		<b>100</b>
3.4	<b>Translator</b>	
	bachelor's degree in social sciences, peace and conflict, development studies, political sciences, local governance and decentralization, public administration, international relations and/or related fields	10
	at least five years of experience in interpretation related to development work, governance and	10

	decentralization	
	Good communication skills	10
	excellent command of Myanmar and English languages and should be able to interpret in both the languages.	20
<b>Sub total</b>		<b>50</b>
<b>Total 3.1, 3.2, 3.3 and 3.4</b>		<b>600</b>

## 11. TOR annexes

Below is a list of annexes to the ToR that provide additional detail about evaluation background and requirements to facilitate the evaluation:

- Myanmar Sustainable Development Plan
- UNDP Strategic Plan (2018 – 2022)
- UNDP Country Program Document (2018-2022)
- TDLG Project Document (2017 – 2020)
- TDLG Annual Progress Report 2018
- TDLG Fast Facts 2018
- UNDP Evaluation Policy
- UNEG Norms and Standards
- UNDP Evaluation Guidelines
- TDLG Procurement Guidelines
- TDLG Grant Manual
- TDLG Monitoring and Evaluation framework

**Evaluation matrix** (suggested as a deliverable to be included in the inception report).

**Sample evaluation matrix**

Relevant evaluation criteria	Key questions	Specific sub questions	Data sources	Data-collection methods/tools	Indicators/ success standard	Methods for data analysis

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#### Section 4: Proposal Submission Form<sup>5</sup>

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[insert: Location]

[insert: Date]

To: Moungee Aung, UNDP Myanmar, 6 Nat Mauk St., Tamwe, 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]: \_\_\_\_\_

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<sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contact Details : \_\_\_\_\_

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

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**Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer**

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**Proposer Information Form<sup>6</sup>**Date: *[insert date (as day, month and year) of Proposal Submission]*RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of top three (3) largest contracts over the past three (3) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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<sup>6</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

**Joint Venture Partner Information Form (if Registered)<sup>7</sup>**

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original]</i>		

<sup>7</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

*documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.



## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

\_\_\_\_\_

\_\_\_\_\_  
Signature of the Nominated Team Leader/Member

Date Signed

## Section 7: Financial Proposal Form<sup>8</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1	[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR]	
2	Deliverable 2		
3	....		
	Total	100%	USD .....

*\*Basis for payment tranches*

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period

<sup>8</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

<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				
3. Services from Overseas				
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>				



### **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.

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