



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: July 16, 2020
	REFERENCE: 2020/UNDP-MMR/PN/075

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Professional Services for Provision of Technical Assistance to ECD for Environmental Impact Assessment and Initial Environmental Examination Review Process.**

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

Proposals may be submitted on or before **Thursday, July 30, 2020** and via email, courier mail or fax to the address below:

United Nations Development Programme (Myanmar)
No.6, Natmauk Road, Tamwe Township, Yangon
Ms. Payal Suri, Programme Support Unit Team Leader

The proposal and accompanying documents should be applied through UNDP e-tendering <https://etendering.partneragencies.org> (or bids.mm@undp.org , as an alternative option).

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

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/code_of_conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Payal Suri

Programme Support Unit Team Leader
7/15/2020

Description of Requirements

Context of the Requirement	To provide technical assistance to ECD for reviewing EIA and IEE reports and produce individual EIA and IEE review reports for all 50 EIA and IEE reports with comments and recommendations to Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC) to make final decision on approval of the EIA and IEE reports.
Implementing Partner of UNDP	Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC)
Brief Description of the Required Services	<p>The Governance for Resilience and Sustainability Project (GRSP) leverages existing AF/GEF/REDD/GCF vertical funding and links up to horizontally and vertically with UNDP Country Programme key priority areas working at national and sub-national levels. GRSP is designed to help the Government of Myanmar (GoM) implement recent policy reforms related to environmental governance, climate change and disaster risk reduction (DRR), to ensure that economic growth in Myanmar is more inclusive, resilient and sustainable. The project recognizes that environmental degradation, when combined with natural disasters and effects of climate change, undermines the attainment of inclusive and sustainable growth. It also recognizes that Myanmar's environmental assets present unique opportunities for green economic development, which can also directly support women's economic empowerment and community resilience.</p> <p>The increased emphasis on public infrastructure investments and foreign direct investments in recent years require matching increases in environmental management and resilience. At the same time, the potential of green investments as wealth and employment generators needs to be supported and promoted by the GoM. The Union Government is promulgating a series of policies to address these challenges including the National Environmental Policy, Green Economy Policy Framework, Myanmar Climate Change Strategy and Action Plan, and Myanmar Action Plan on DRR (MAPDRR). These policies now require enabling mechanisms for effective implementation and enforcement so that they deliver benefits for all people.</p> <p>Over the 5-year period of the Country Programme Document (CPD), GRSP aims to enable the GoM mainstream environment, climate change and DRR considerations into planning and project appraisal systems of at least three key sectors and three States and Regions. It will also support key counterparts implement the new policies, including by promoting an integrated environmental financing framework by helping develop comprehensive organisational and human resources development plans. GRSP also aims to help promote green investments in environmental goods and services to protect natural resources, minimize and manage waste more effectively, while simultaneously creating sustainable wealth and employment.</p> <p>UNDP's support for the implementation of the NEP is initially through the development of a national level Environmental Master Plan and similar master plans at the sub-national levels, to guide priority environmental governance interventions and the mainstreaming of environmental considerations throughout all government planning and decision-making. UNDP is supporting the Environmental Conservation Department</p>

	<p>(ECD) of the Ministry of Natural Resources and Environmental Conservation (MONREC) to prepare the first national environmental master plan.</p> <p>ECD is a relatively new organization, having been established in 2012. It has primary responsibility for environmental policy setting and as the country's environmental regulator, including administration of the environmental impact assessment system. Since the launch of the EIA Procedure in late 2015, many IEE and EIA reports, scoping reports, and EMPs have been submitted to ECD for review. The volume of work required to review and comment on those reports significantly exceeds ECD's capacity (in terms of staff numbers and technical expertise) to process them in a timely manner. This situation is exacerbated by the low quality of the majority of reports submitted, due to the lack of capacity and professional experience in EIA processes amongst Myanmar's consulting community.</p>
List and Description of Expected Outputs to be Delivered	<i>(Please see attached TOR)</i>
Person to Supervise the Work/Performance of the Service Provider	Project Manager & CTA GRSP, UNDP and guidance of Director General, Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC), the organization or firm
Frequency of Reporting	<i>(Please see attached TOR)</i>
Progress Reporting Requirements	<i>(Please see attached TOR)</i>
Location of work	Nay Pyi Taw, Myanmar
Expected duration of work	150 days (5 months)
Target start date	August 2020
Latest completion date	December 2020
Travels Expected	Proposers are required to include a detail travel plan and schedule in the proposer methodology
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Not provide

excluded from Price Proposal)			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency		
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes		
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	Deliverables	Timeline	Payment
	Inception Report with methodology and work plan (within 7 days from inception meeting scheduled by UNDP)	17 August 2020	15% of contract value
	Completion of review of 15 EIA, IEE reports	17 September 2020	20% of contract value
	Completion of review of 15 EIA, IEE reports	17 October 2020	20% of contract value
	Completion of review of 20 EIA, IEE reports	27 November 2020	25% of contract value
	Final report with comprehensive narrative that includes success, recommendation and lesson learned	17 December 2020	20% of contract value

Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	Project Manager & CTA GRSP, UNDP and guidance of Director General, Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC)															
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services															
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.															
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <table border="1"> <thead> <tr> <th colspan="2">Summary of Technical Proposal Evaluation Forms</th> <th>Points Obtainable</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Expertise of Firm / Organization</td> <td>350</td> </tr> <tr> <td>2</td> <td>Proposed Methodology, Approach and Implementation Plan</td> <td>350</td> </tr> <tr> <td>2</td> <td>Management Structure and Key Personnel</td> <td>300</td> </tr> <tr> <td colspan="2">Total</td> <td>1000</td> </tr> </tbody> </table> <ul style="list-style-type: none"> Please see detail technical criteria in attached TOR <p><u>Financial Proposal (30%)</u></p> <p>The financial proposals of all the applicants who pass the technical evaluation will be scored. The maximum 30 points will be allotted to the lowest financial bid, and all other bids shall receive points in inverse proportion to the lowest fee e.g. [30 Points] x [USD lowest] / [USD other] = points for other proposer's fees.</p>	Summary of Technical Proposal Evaluation Forms		Points Obtainable	1	Expertise of Firm / Organization	350	2	Proposed Methodology, Approach and Implementation Plan	350	2	Management Structure and Key Personnel	300	Total		1000
Summary of Technical Proposal Evaluation Forms		Points Obtainable														
1	Expertise of Firm / Organization	350														
2	Proposed Methodology, Approach and Implementation Plan	350														
2	Management Structure and Key Personnel	300														
Total		1000														
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors:															
Contract General Terms and Conditions	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html															

Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Detailed TOR (Annex 3) <input checked="" type="checkbox"/> GENERAL CONDITIONS OF CONTRACT FOR SERVICES (Annex 4)
Contact Person for Inquiries (Written inquiries only)	<i>Moung Kee Aung</i> <i>Procurement Analyst</i> moung.kee.aung@undp.org Any request for clarification must be sent in writing, or by standard electronic communication to the address or e-mail to mmr.procurement@undp.org ; [5] days before the deadline for submission of proposal.
Other Information <i>[pls. specify]</i>	N/A

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance

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

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

mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

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

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

6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

TERMS OF REFERENCE

Assignment Title	Professional Services for Provision of Technical Assistance to ECD for Environmental Impact Assessment (EIA) and Initial Environmental Examination (IEE) Review Process
Project	Governance for Resilience and Sustainability Project
Type of Contract	Professional Contract for Services
Contract Period	150 days (5 Months, between August - December 2020)
Supervisor	GRSP Project Manager/Chief Technical Advisor
Location	Nay Pyi Taw
Country	Myanmar

BACKGROUND

UNDP Myanmar is midway in its implementation of its Country Programme for 2018-2022. Integrated programming has guided the design of the new programme in order to better address the inter-linkages between peacebuilding, governance, natural resource management and disaster resilience, inclusive growth, and the vertical linkages between subnational and national governance levels.

The Governance for Resilience and Sustainability Project (GRSP) leverages existing AF/GEF/REDD/GCF vertical funding and links up to horizontally and vertically with UNDP Country Programme key priority areas working at national and sub-national levels. GRSP is designed to help the Government of Myanmar (GoM) implement recent policy reforms related to environmental governance, climate change and disaster risk reduction (DRR), to ensure that economic growth in Myanmar is more inclusive, resilient and sustainable. The project recognizes that environmental degradation, when combined with natural disasters and effects of climate change, undermines the attainment of inclusive and sustainable growth. It also recognizes that Myanmar's environmental assets present unique opportunities for green economic development, which can also directly support women's economic empowerment and community resilience.

The increased emphasis on public infrastructure investments and foreign direct investments in recent years require matching increases in environmental management and resilience. At the same time, the potential of green investments as wealth and employment generators needs to be supported and promoted by the GoM. The Union Government is promulgating a series of policies to address these challenges including the National Environmental Policy, Green Economy Policy Framework, Myanmar Climate Change Strategy and Action Plan, and Myanmar Action Plan on DRR (MAPDRR). These policies now require enabling mechanisms for effective implementation and enforcement so that they deliver benefits for all people.

Over the 5-year period of the Country Programme Document (CPD), GRSP aims to enable the GoM mainstream environment, climate change and DRR considerations into planning and project appraisal

systems of at least three key sectors and three States and Regions. It will also support key counterparts implement the new policies, including by promoting an integrated environmental financing framework by helping develop comprehensive organisational and human resources development plans. GRSP also aims to help promote green investments in environmental goods and services to protect natural resources, minimize and manage waste more effectively, while simultaneously creating sustainable wealth and employment.

UNDP's support for the implementation of the NEP is initially through the development of a national level Environmental Master Plan and similar master plans at the sub-national levels, to guide priority environmental governance interventions and the mainstreaming of environmental considerations throughout all government planning and decision-making. UNDP is supporting the Environmental Conservation Department (ECD) of the Ministry of Natural Resources and Environmental Conservation (MONREC) to prepare the first national environmental master plan.

ECD is a relatively new organization, having been established in 2012. It has primary responsibility for environmental policy setting and as the country's environmental regulator, including administration of the environmental impact assessment system. Since the launch of the EIA Procedure in late 2015, many IEE and EIA reports, scoping reports, and EMPs have been submitted to ECD for review. The volume of work required to review and comment on those reports significantly exceeds ECD's capacity (in terms of staff numbers and technical expertise) to process them in a timely manner. This situation is exacerbated by the low quality of the majority of reports submitted, due to the lack of capacity and professional experience in EIA processes amongst Myanmar's consulting community.

While a number of development partners are supporting capacity building both within ECD and amongst non-government stakeholders to engage effectively with the EIA Procedure, the burden of the submitted reports requiring attention impedes the effectiveness of these capacity building efforts by requiring ECD staff to react to outstanding deadlines. To help address this burden and allow ECD to focus on implementing longer term systems and capacity improvements, a number of development partners have agreed to coordinate the provision of immediate assistance for ECD.

Realizing the need to better manage the environmental risks of economic development, Myanmar established the legal basis for Environmental Impact Assessment (EIA) through its Environmental Conservation law (2012), Environmental Conservation Rule (2014), supported by framework EIA rules (2013). The Ministry of Natural Resources and Environmental Conservation was given the mandate to build and oversee the EIA system, led by Environmental Conservation Department (ECD).

In the meantime, ECD is reviewing the reports of environmental impact assessment, submitted by organizations planned for development projects, to provide comments and recommendations on EIA and IEE reports for each individual project. In this context, ECD requires as an organization, firm or service company to provide technical assistance for the EIA review process.

SCOPE OF WORK, OUTPUTS AND DELIVERABLES

The objective of this assignment is to provide technical assistance to ECD for reviewing EIA and IEE reports and produce individual EIA and IEE review reports for all 50 EIA and IEE reports with comments and recommendations to Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC) to make final decision on approval of the EIA and IEE reports.

Under the direct supervision of the Project Manager & CTA GRSP, UNDP and guidance of Director General, Environmental Conservation Department (ECD), Ministry of Natural Resources and Environmental Conservation (MONREC), the organization or firm will provide technical assistance to ECD for reviewing EIA and IEE reports as mentioned in the following tables;

List of EIA reports to be reviewed:

Sr	Type of Economic Activity	Type of Report	No.
1	Infrastructure	EIA, IEE (Initial Environmental Examination)	8
2	Energy and Electricity	EIA, IEE	8
3	Industry	EIA, IEE	20
4	Mining	EIA, IEE	14

The service provider shall carry out the following tasks, while preparing EIA and IEE review reports, in coordination with officials and experts from ECD:

1. To ensure the assessments on the EIA and IEE reports cover the following questions:
 - a. Does the EIA and IEE reports comply with the EIA and IEE procedures (EIA and IEE report structure, content, study methodology, public participation process, etc.)?
 - b. Does the EIA and IEE reports comply with the scoping report and TOR for the EIA and IEE?
 - c. Does the EIA and IEE reports comply with explicit guidelines, standards, timing and criteria for review?
 - d. Does the EIA and IEE reports recognize and consider the reviews and inputs of stakeholders?
 - e. Is the EIA and IEE reports complete and does it contain sufficient, suitable and reliable information?
 - f. Have all applicable environmental requirements been adequately identified, addressed, referred to and fully complied with, in the preparation and content of the EIA and IEE reports?
 - g. Have all foreseeable adverse impacts been identified and addressed in the preparation and content of the EIA and IEE reports?

- h. Is it likely that the measures to prevent, mitigate or minimize adverse impacts of the project specified in the EIA and IEE reports will ensure that the environmental requirements will be fully complied with?
 - i. Are the measures to prevent or minimize pollution from the project effective based on Best Practices?
 - j. Are there any measures or procedures which are non-compliant or risk leading to non-compliance with environmental requirements?
 - k. Can the project as described and presented in the EIA and IEE reports be constructed and operated without causing unacceptable adverse impacts?
2. To identify any defects in the EIA and IEE investigations or the EIA and IEE report and provide recommendations as to which further studies, investigations, consultations or assessments that the project proponent must undertake and report
 3. For each report reviewed: a short and simple summary of the key issues; identification of information and/or analysis gaps, any requirements for further technical inputs; and clear recommendations on the report for the EIA/IEE Review Committee and ECD (e.g. reject, request resubmission following additional work, approve with conditions)
 4. Completion report on number and type of EIA reports reviewed, highlighting key findings and challenges
 5. To provide such other feedback and recommendations on any EIA and IEE report as the Ministry may explicitly request and completion report on number and type of EIA and IEE reports reviewed, highlighting key findings and challenges
 6. To attend review meeting with review members if needed
 7. To share each draft EIA and IEE review report with ECD and seek the feedback and finalize the EIA and IEE review report.
 8. To prepare draft ECC for EIA and IEE reports when the reports are complied with EIA procedure
 9. Recommendations for future templates, internal processes, capacity building requirements and other tools to expediate ECD review of EIA and IEE reports

The following deliverables are to be submitted based on the schedule of payments provided below, subject to the review and acceptance of the deliverables by Environmental Conservation Department (ECD) and the Project Manager & Chief Technical Advisor, (GRSP):

Sr	Deliverables	Timeline	Payment
1	Inception Report with methodology and work plan (within 7 days from inception meeting scheduled by UNDP)	17 August 2020	15% of contract value
2	Completion of review of 15 EIA, IEE reports	17 September 2020	20% of contract value

3	Completion of review of 15 EIA, IEE reports	17 October 2020	20% of contract value
4	Completion of review of 20 EIA, IEE reports	27 November 2020	25% of contract value
5	Final report with comprehensive narrative that includes success, recommendation and lesson learned	17 December 2020	20% of contract value

INSTITUTIONAL ARRANGEMENTS

- The company/firm will directly report to the Project Manager & Chief Technical Advisor and obtain certificate of acceptance of outputs from the Chief of Unit
- The service provider will work, on a day to day basis, in close coordination with the ECD, under the overall guidance of Project Manager & Chief Technical Advisor and ECD
- UNDP and ECD will facilitate access to reports and stakeholders and would support in the administrative and logistical preparation of visits and meetings.
- The service provide will submit monthly progress reports including updates on implementation progress, results against targets, challenges and forward planning, within 7 days following the end of the month, and a comprehensive narrative and financial completion report including lessons learned and recommendations at the end of the assignment.
- The service provider is expected to arrange and cover costs of transportation, accommodation, printing and other logistics associated with the assignment.
- No administrative support will be provided by UNDP to the service provider.

DUTY STATION AND DURATION OF ASSIGNMENT

The consultancy will be for approximately 150 days (5 months) between August- December 2020.

LOCATION OF WORK

- Nay Pyi Taw, Myanmar

QUALIFICATIONS REQUIRED

- The successful service provider will be evaluated against the following criteria:

Technical Evaluation of Proposals

Criteria for Selecting the Best OfferSummary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of Firm / Organization	350
2.	Proposed Methodology, Approach and Implementation Plan	350
3.	Management Structure and Key Personnel	300
	Total	1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	40
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	80
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	20
1.4	Quality assurance procedures, warranty	30
1.5	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects with the Government and Private Sector of Myanmar - Experience in delivering contracts with UN agencies 	180
Total Part 1		350

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	Context:	80
	- To what degree does the Proposer understand the task and objectives?	40
	- Does the proposal demonstrate an understanding of the project environment and has this been properly used in the preparation	40

	of the proposal?		
2.2	Methodology:		170
	- To what degree does the Proposer's approach to delivery of the project meet requirements?	70	
	- To what degree is the Proposer's approach to delivery of the project strategic and effective?	100	
2.3	Planning and Delivery		100
	- Is the scope of task well defined and does it correspond to the TOR?	50	
	- Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50	
Total Part 2			350
Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Does the management structure support effective and efficient delivery?		50
3.2	Qualifications of Team Leader (1 person only) Team Leader: Advanced Degree in Management, Public Administration, Environmental Studies, Environmental Policy, Regulation, Natural Resource Management, or related fields and at least 5 years working experience in Management, environmental conservation in Government or NGOs or UN Agencies or Private Sectors	Sub-Score	100
	Professional Experience in the area of specialization, including international experience and complex work	30	
	Sound knowledge in the area of specialisation	30	
	Team leading and project management experience	20	
	Language qualifications, including English and Myanmar language abilities	20	

3.2	<p>Qualifications of Team Members</p> <p>Biodiversity Specialist: Advanced Degree in Natural Resource Management, Biodiversity Conservation, Zoology, Marine Science or related fields and at least 5 years of working experience in resources management or environment assessment in Government, NGOs or UN agencies</p> <p>Environmental Engineering Specialist: Advanced degree in Environmental Engineering, Environmental Science, Environmental Studies or related fields at least 5 years working experience in Environmental Conservation, environment assessment in Government, NGOs or UN agencies</p> <p>Social Service Specialist: Advanced Degree in Social Science, Public Administration, and related fields and at least 5 years working experience in cultural, archaeological, social impact assessment in Government, NGOs or UN agencies</p> <p>Water Quality Specialist: Advanced Degree in Natural Resource Management, Environmental Studies, Environmental Engineering and at least 5 years working experience Natural Resource Management, Pollution Control, and Measures and Water Quality Monitoring and Assessment</p> <p>Natural Resource Management Specialist: Advanced degree in Forestry Science, Agriculture, Natural Resource Management and related field and at least 5 years working experience in Evaluation and Environmental Impact Assessment</p> <p>All should demonstrate:</p> <ul style="list-style-type: none"> ▪ Sound knowledge and experience of environmental management, EIA and IEE ▪ Sound knowledge and experience in developing results monitoring framework and plan, as well as managing monitoring and reporting processes. 	Sub-Score	200
	Professional Experience in the area of specialisation	60	
	Knowledge in the area of specialisation	60	
	Successful performance record, demonstrating analytical and strategic thinking skills	40	
	Language qualifications, including English and Myanmar language abilities	40	
	Total Part 3		350

Financial Evaluation of Proposals:

The financial proposals of all the applicants who pass the technical evaluation will be scored.

The maximum 30 points will be allotted to the lowest financial bid, and all other bids shall receive points in inverse proportion to the lowest fee e.g. $[30 \text{ Points}] \times [\text{USD lowest}] / [\text{USD other}] = \text{points for other proposer's fees}$. The contract shall be awarded to the applicant who receives the highest cumulative score.



**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.