

REQUEST FOR PROPOSAL (RFP)

National Open Bidding	DATE: November 27, 2014
	REFERENCE: RFP-UNDP-INDIA-2014-054

Dear Sir / Madam:

We kindly request you to submit your Proposal for **‘Demonstrating a financing framework to support biodiversity conservation at the landscape level for climate change adaptation and mitigation’**.

Please be guided by the form attached hereto as Annexures 1 & 2, in preparing your Proposal.

- Annexure 1 – Description of Requirements
- Annexure 2 – Terms of Reference
- Annexure 3 – Form for submitting service provider’s Technical proposal
- Annexure 4 – Form for submitting service provider’s financial proposal
- Annexure 5 – General Terms and Conditions of the Contract

Your proposal comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach on or before **11th December 2014, 1730 hrs. (IST)** at the address below:

United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Mr. Surjit Singh
Fax: 91-11-24627612

If the technical and financial proposals are not submitted in separate sealed envelopes, proposal will be rejected.

Please also provide technical proposal and its annexures (scanned copies in **ONE PDF FILE**) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. PLEASE NOTE THAT CD/DVD should not contain Financial Proposal.

Your Proposal must be expressed in English language and valid for a minimum period of One Hundred and Twenty (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.

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Yours sincerely,

Irene Dabare
Deputy Country Director (Operations)
UNDP, India

Description of Requirements

Context of the Requirement	<p>Afforestation programmes have a tremendous potential to mitigate/offset the climate change related hazards. There are new avenues of financially incentivizing the communities associated with such afforestation and conservation programmes to promote natural resource conservation and carbon offset measures. Against this backdrop, UNDP intends to engage an expert agency to pilot such environmental finance mechanism in Munnar landscape under Phase-I. Based on the results of this phase, the project steering committee may consider recommending to the State Government of Kerala to upscale this work for the entire project landscape in Phase-II.</p> <p>For more details regarding land use and associated aspects, please refer para I (background) in Annexure 2.</p>
Implementing Partner of UNDP	Ministry of Environment, Forests and Climate Change, Government of India (MoEFCC, GOI)
Brief Description of the Required Services	<p>The study will identify various alternatives of environmental finance to fund the implementation of forest conservation and afforestation plans, and assess the climate change mitigation potential of these initiatives. The hired agency would be expected to identify a pilot area under the project landscape for implementing this approach by using geo-spatial analysis, socio-economic surveys, focused group discussions with the stakeholders and other suitable measures. The agency would also be expected to prepare communication and knowledge dissemination material for wider outreach and communication of results.</p> <p>For more details, please refer para II (specific details) Annexure 2.</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. Identification of environmental financing needs and options for pilot region in Munnar 2. Action plan to implement financing options. 3. Preparation of knowledge products and material for wider communication and outreach. <p>Please refer to Para IV under Annexure 2.</p>
Person to Supervise the Work/Performance of the Service Provider	State Project Coordinator, Kerala Forest Department; Project Manager, Landscape Level Project Management Unit, and Programme Analyst, UNDP
Frequency of Reporting	To be determined based on the final work plan.
Progress Reporting Requirements	The agency on request from the Kerala State Government, MoEFCC, GOI and UNDP will need to make presentations at various fora such as Project Steering Committee Meetings, Working Group meetings, Conferences, Workshops, Review Meetings, and meetings of relevant committees under the project.
Location of work	<input checked="" type="checkbox"/> Kerala <input checked="" type="checkbox"/> At contractor's location
Expected duration of work	10 months

Target start date	20 December 2014																							
Latest completion date	19 October 2015																							
Travels Expected	As per ToR.																							
Special Security Requirements	<input checked="" type="checkbox"/> Others [Not Applicable]																							
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> None																							
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																							
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																							
Currency of Proposal	<input checked="" type="checkbox"/> Indian Rupees (INR)																							
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																							
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input 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 Proposer shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																							
Payment Terms	<p>Delivery of outputs and payment schedule will be as under:</p> <table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing (from signing of contract)</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Submission of inception report</td><td>25</td><td>10 days</td><td rowspan="6">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</td></tr> <tr> <td>Submission of first progress report</td><td>20</td><td>3 months</td></tr> <tr> <td>Submission of second progress report</td><td>10</td><td>6 months</td></tr> <tr> <td>Submission of third progress report</td><td>10</td><td>8 months</td></tr> <tr> <td>Submission of draft report and all the communication/ capacity building material prepared</td><td>10</td><td>9 months</td></tr> <tr> <td>Submission of final report after incorporating the inputs</td><td>25</td><td>10 months</td></tr> </tbody> </table>	Outputs	Percentage	Timing (from signing of contract)	Condition for Payment Release	Submission of inception report	25	10 days	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and	Submission of first progress report	20	3 months	Submission of second progress report	10	6 months	Submission of third progress report	10	8 months	Submission of draft report and all the communication/ capacity building material prepared	10	9 months	Submission of final report after incorporating the inputs	25	10 months
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	given by competent project authorities			b) Receipt of invoice from the Service Provider.												
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	State Project Coordinator, Kerala Forest Department; Project Manager, Landscape Level Project Management Unit and; Programme Analyst, UNDP															
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services															
Criteria for Contract Award	<input checked="" type="checkbox"/> Compliance on Preliminary Examination of Proposals <input checked="" type="checkbox"/> Compliance on Essential Eligibility/Qualification requirements <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.															
Criteria for Preliminary Examination of Proposals	1. Bid was received on or before the date and time specified 2. Technical Offer separately sealed from Financial Offer 3. Details of Personnel to be engaged in the Contract Submitted 4. Implementation Timetable submitted 5. Latest Certificate of Registration of Business submitted 6. Latest Audited Financial Statements submitted 7. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List, Suspended and Removed vendors list 8. Is the performance of the offeror, any of its Joint Venture Member, or any of the proposed key personnel found satisfactory in previous assignments with UNDP															
Criteria for Essential Eligibility/Qualification	<p><u>For Organization:</u></p> <ul style="list-style-type: none"> Minimum 3 years of experience in research and implementation of Environmental finance/ climate finance/ Payments for Ecosystem Services/ REDD+ project development. Minimum 1 Million Dollar leveraged from various sources (public and private) for project, technology and awareness activities related to forest conservation, climate change mitigation in last three years. <p><u>For team members:</u></p> <table border="1"> <thead> <tr> <th>No</th><th>Category of personnel</th><th>Qualification</th><th>Experience (minimum) in relevant field</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Project leader</td><td>Masters or PhD in Forestry or Environmental Science or Natural Resource Management or relevant field</td><td>5 years</td></tr> <tr> <td>2.</td><td>Carbon Finance Expert</td><td>Masters or PhD in relevant field</td><td>3 years</td></tr> </tbody> </table>				No	Category of personnel	Qualification	Experience (minimum) in relevant field	1.	Project leader	Masters or PhD in Forestry or Environmental Science or Natural Resource Management or relevant field	5 years	2.	Carbon Finance Expert	Masters or PhD in relevant field	3 years
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2.	Carbon Finance Expert	Masters or PhD in relevant field	3 years													

	3.	Community Forestry expert	Masters or PhD in Forestry or Environmental Management or Environmental Economics or relevant field	8 years
	4.	Communication specialist	Masters in Mass communication or relevant field	3 years
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p><input checked="" type="checkbox"/> Expertise and experience of the firm (30 marks)</p> <p><input checked="" type="checkbox"/> Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan (20 marks)</p> <p><input checked="" type="checkbox"/> Qualification and experience of Key Personnel (20 marks)</p> <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One Service Provider			
Contact Person for Inquiries (Written inquiries only)	<p>Surjit Singh Procurement Unit surjit.singh@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>			
Other Information	<p>Outer envelope should bear RFP reference number and sender's name and address</p> <p>Proposals are invited from the institutions/organizations only. Proposal submitted by Individuals will not be accepted.</p>			

TERMS OF REFERENCE**Demonstrating a financing framework to support biodiversity conservation at the landscape level for climate change adaptation and mitigation'****I. BACKGROUND**

Munnar landscape in the Western Ghats of peninsular India is a globally significant biodiversity region. Its key attributes are: a) high levels of endemism and biological diversity; b) Important Bird Area; c) presence of globally threatened species of fauna and flora; d) part of one of the five viable breeding centers of tiger in India; e) harbour the largest global population of Nilgiri tahr and a significant population of Grizzled Giant Squirrel (both threatened species); f) catchment of three major river systems of peninsular India; g) strong eco-cultural affinities; and h) support important economic sectors like cardamom, tea and tourism. At present, Munnar Landscape is a complex mosaic of land uses where conservation, economic production and livelihood requirements assume equal primacy and profoundly influence each other. These contribute to competitive use of natural resources affecting vital ecological processes. The rapidly altering developmental context, demographic contours, resource use configurations place a challenge for Munnar Landscape's long term ecological sustainability and livelihood security. The existing planning and policy framework, as well as the institutional arrangements in Munnar Landscape are inadequate to address biodiversity conservation from a landscape perspective. The project aims to put in place a collaborative governance framework and know-how for management of multiple use Munnar Landscape. The project will attempt a paradigm shift from current sector based planning to an integrated approach for management of multiple use mountain landscapes to deliver global environmental benefits. The project aims to achieve this through the following Outcomes: a) Effective governance framework for multiple-use landscape management in place; b) Multiple-use mountain landscape management is applied securing the ecological integrity of Munnar Landscape; and c) Strengthened capacities for community based sustainable use and management of natural resources. The project covers 3,000 sq.km spread across three districts of Kerala viz. Idukki, Ernakulam and Thrissur.

Munnar Landscape is a complex association of land uses with an admixture of conservation, commercial and subsistence activities. The primacy accorded to various land use practices (from natural forests to subsistence farming to commercial plantations and finally to mass tourism) at different points of historical timescale has sculptured the current complexion of the landscape. A brief account of the current land uses in Munnar Landscape is as follows:

Type of land use	Extent [km²]
Protected Areas	371.00
Key habitats	846.00
Commercial tree plantations	315.80
Tea industry	142.00
Cardamom farms	420.00
Reed extraction	700.00
Heterogeneous cultivation	650.00
Tribal hamlets	72.00
River valley projects	104.16
Tourism	100.00
Urban development	10.00
Other forest areas	370.00
<i>Note: There is considerable overlap between land uses</i>	

In addition, the Munnar Landscape has nine river valley projects covering an area of 10,416 ha established to harness hydro-energy (e.g. Idukki mega dam) and/ or irrigation (e.g. Bhoothathankettu) (see the following table). Some of these reservoirs (e.g. Mattupetti, Idukki, Kundala etc.) promote tourism and inland fisheries. The reservoirs of these river valley projects had submerged large swathe of natural vegetation. Backwaters of some of these reservoirs are habitats for birds and aquatic life (e.g. Thattekkad)

Sl.No.	Name	Extent of water body (ha)
1	Kundala	230
2	Mattupetti	324
3	Sengulam	33
4	Anayirangal	433
5	Ponmudi	260
6	Kallarkutty	58
7	Idukki	5,640
8	Bhoothathankettu	608
9	Edamalayar	2,830
Total		10,416

During the last decade, Munnar landscape (particularly Munnar) has become a 'sought after' mass tourism destination that led to a flurry of infrastructure development, generation of vast quantity of solid wastes and effluents, land grab, increase in traffic etc. Annual visitation to Munnar exceeded 0.7 million in 2012 from just a few thousands in 1990s. There are around 250 resorts, hotels and homestays in and around Munnar with total bed capacity of over 7,500 per day. The tourism industry generates roughly USD 50 million annually. The surrounding areas of Chinnakanal and Pallivasal also have undergone land use changes due to expanding tourism. Unplanned infrastructural incursions on the periphery of KDH (e.g. Chinnakanal, Pallivasal and Pothamedu) have direct bearing on ecology as they come up mostly on cardamom areas interspersed with natural vegetation.

In this context, the UNDP intends to engage an agency/firm to identify various alternatives of environmental finance to fund the implementation of forest conservation and afforestation plans, assess the climate change mitigation potential of these initiatives and pilot the activities in a sub-region of project landscape. Hired agency would also be expected to develop material for knowledge dissemination and outreach based on the results.

II. SPECIFIC DETAILS

Climate change exacerbates the vulnerability of Munnar Landscape. Considering that high altitude ecosystems of Munnar Landscape are delicately calibrated to the nuances of environmental parameters, even slight changes in the prevailing climate will unsettle the ecology of the region. Impacts of climate change have already started manifesting in the region and there are clear indications of alterations in ecosystem types, forest boundaries, species-assemblages, die-back of forests, species loss, migration, regeneration, pollination dynamics, spread of invasive species and disruption to ecosystem networking and functionality. The Project Preparatory Team has undertaken a preliminary climate vulnerability assessment of Munnar Landscape and the findings do not augur well for the ecological integrity of the project landscape in the business-as-usual scenario. Important observations in this regard are as below:

First, Thuiller (2007)¹ postulated that every 1°Celsius rise in temperature will result in shifting the zone of occurrence of several specialist species by 160 m vertically and 160 km horizontally (to reach similar ecosystem conditions). At several locations in Munnar Landscape, shift in vegetation boundaries has been observed with species adapted to the warmer, lower elevations migrating to higher altitudes.

¹Thuiller, W., 2007. Biodiversity: Climate Change and the Ecologist, Nature 448, 550-552 (2 August 2007)

Generalist birds (e.g. Red-vented bulbul) have started moving up into the high altitude habitats of Munnar Landscape causing severe competition for endemic and specialist forms (Sasikumar *et al.*, 2009).² Besides, there are indicative reports of certain species (e.g. Black and rufous flycatcher) shifting their lower limits of distribution to higher reaches and sporadic dying of patches of *shola* forests with the rise in surface temperatures.³ Some pioneering studies conducted in the project landscape also show that endemic mammals like Nilgiri tahr face increased risk of extinction due to climate change (Sukumar *et al.*, 1995).⁴ Ambient temperature regime is a critical factor in determining the sex ratio in many reptilian and amphibian species. Munnar Landscape being a region of significant reptilian and amphibian diversity, climate change will have serious deleterious impacts on them.

Second, oscillations in climate have major impacts on the structure and composition of montane ecosystems. For instance, C3 and C4 plants are known to have differential ecological preferences and higher CO₂ levels would enhance photosynthetic rates in C3 plants to a greater extent than in C4 plants (Tieszen *et al.*, 1979).⁵ As a result, the montane evergreen forests dominated by Lauraceae and Rubiaceae are expected to expand into the grasslands in the higher reaches of Munnar Landscape (e.g. Eravikulam National Park), while C3 grasses and herbs could potentially replace C4 grasses. Species which are pioneer colonizers of the grasslands and ecotones include *Rhododendron arboreum*, *Rhodomyrtus tomentosus*, *Strobilanthes spp.*, *Dodonea viscosa*, *Wendlandia notoniana*, *Hedyotis stylosa*, *Mahonia leschenaultii*, *Berberis tinctoria* and *Gaultheria fragrantissima*. These could be the first to respond to a warmer climate followed by other species with more tropical affinities which are otherwise limited by cool temperature and frost.

Third, wattle and *Eucalyptus* (both C3 plants) have high growth rates and coppice profusely. A reduction in the incidence of frost combined with enhanced photosynthetic rates (from elevated CO₂ levels) in wattles (an invasive alien species) could enable them to spread to highly threatened high altitude grasslands more rapidly than the slow growing forest tree and shrub species (Sukumar *et al.*, 1995).⁶ Climate change is already causing the proliferation of other invasive species such as *Mikania micrantha*, *Mimosa inervis* and *Eupatorium spp.*, *Lantana camara* in Munnar Landscape. Species with better dispersal abilities (animal-dispersed, such as *Syzygium spp.* and *Cinnamomum spp.*) could also be favoured over those with poor dispersal abilities (*ibid*). Anthropogenic factors, (prevailing as well as emerging) may, however, compound or confound the effect of climate change induced vegetation alterations in Munnar Landscape.

Fourth, increase in dry season length will place some forest types such as dry and moist deciduous forests at increased risk from dry season fires (Ravindranath and Sukumar, 1996)⁷, which will be particularly relevant in the low and mid elevation forests of Munnar Landscape.

Fifth, cardamom farmers in the landscape observe⁸ that changes in climatic parameters over the years (increase in average and minimum temperature, reduction in humidity, increase in sunshine hours, erratic rainfall, increased soil temperature, loss of soil moisture and increase in evapo-transpiration) have created sub-optimal conditions for cardamom cultivation. At the same time, with rise in temperature, crops like rubber (normally a midland crop) are increasingly planted in areas that were hitherto unsuitable for them.

²C.Sasikumar, C.K.Vishnudas, S.Raju, S.Kannan, and P.A.Vinayan, 2009. Along the Trail of Salim Ali – A study of avifauna and their habitats and ecological history. Kerala Forest Department p 247

³ Stakeholder consultations

⁴ R. Sukumar, H.S. Suresh, and R.Ramesh, 1995: Climate Change and its impact on tropical montane ecosystems in southern India, *Journal of Biogeography* 22, 533-536

⁵Tieszen, L.L., Senyimba, M.M., Imbamba, S.K. and Troughton, J.H, 1979, The distribution of C3 and C4 frasses and carbon isotope discrimination along an altitudinal and moisture gradient in Kenya. *Oecologia* 37, 337-350.

⁶ R. Sukumar, H.S. Suresh, and R.Ramesh, 1995: Climate Change and its impact on tropical montane ecosystems in southern India, *Journal of Biogeography* 22, 533-536

⁷N.H.Ravindranath and R.Sukumar, 1996, Impacts of climate change on forest cover in India. *Commonwealth Forestry Review* 75(1), 1996.

⁸Stakeholder consultations

Sixth, the tribal communities in the landscape have developed tenuous livelihood strategies based on natural resource base – both at species and ecosystem level. Climate change induced changes in ecosystem and species dynamics will have significant impact on such livelihood options (e.g. the availability and seasonality of NTFPs). There is also a perception among the local people that the causative factor for the increasing occurrence of human-animal conflict, at least partly, is related to climate change as increasing aridity, water scarcity, reduced availability of forage, proliferation of invasive species, shift in floral elements etc. drive wild animals from their natural habitats.

III. OBJECTIVE

UNDP intends to carry out an assessment of various options of environmental finance available to fund the implementation of forest conservation, afforestation plans and assess the climate change mitigation potential of these activities. The study will identify and develop these options and an action plan to implement these for a pilot region comprising of 20 villages and surrounding landscapes. Hired agency would be expected to identify the target pilot region through geo-spatial analysis and focused surveys/ group discussions. Based on the results and achievements of this work, the Project Steering Committee and UNDP may consider upscaling this work to the entire Munnar Landscape of Kerala. Hence, this investigation would be treated as Phase-I of financing the landscape level conservation plan.

IV. SCOPE OF WORK

- Review of existing governmental schemes, donor funded projects related to forest conservation and climate change mitigation, potential source of financing the microplans and assess the extent of finance available for conservation, afforestation and climate change mitigation related activities.
- Identify gaps in financing for conservation and climate change mitigation related activities under various categories.
- Identify options of finance to bridge the pre-identified gaps, identify funding sources including environmental markets (REDD+, PES, CDM, Voluntary carbon markets), Private Sector (CSR), Bilateral and Multilateral funders, adjustments in public sector financing.
- Identify pilot region for finance study with the help of geo-spatial analysis, socio-economic surveys, focused group discussions and other suitable methods and in consultation with Karnataka State Government and UNDP.
- Develop action plan for securing funds from identified options to finance conservation and climate change mitigation in the pilot region, including sources, work packages, outreach, and capacities to be built.
- Document advantages and the rationale for investing in the desirable activities for concerned stakeholders
- Arrange consultations with concerned stakeholders including State Departments, Private Sector, Bilateral and Multilateral Funders to validate action plan.
- Preparation of capacity building material: Compiling all the results and outcomes of the study. Three types of such manuals are to be prepared aimed at different audiences viz. 1) Action brief for policy makers: Crisp and fact-based compilation of take-away points without dwelling much into the methodology part, 2) Process documentation for practitioners 3) Succinct briefs and flyers for electronic and print media campaigns to communicate the business case to concerned stakeholders.

V. EXPECTED OUTPUTS

1. Identification of environmental financing needs and options for pilot region in Munnar
2. Action plan to implement financing options.
3. Preparation of knowledge products and material for wider communication and outreach.

VI. DELIVERABLES

1. Inception report including a detailed work plan, framework of activities, methodology to be applied, schedule etc. Within 10 days from the date of award of the study.
2. First progress report containing following outputs: Within 3 months
 - Reviewed existing governmental schemes, donor funded projects related to forest conservation and climate change mitigation, potential sources of financing of micro plans identified and the extent of finance available for conservation and climate change mitigation related activities assessed.
 - Gaps in financing for conservation and climate change mitigation related activities per category of implementation identified, awareness, training and capacity building material prepared
 - Pilot region for implementing the plans identified with the help of GIS tools, socio-economic surveys, stakeholder consultations and relevant techniques.
3. Second progress report containing following outputs: Within 6 months
 - Options of finance to bridge the identified gaps prepared
 - Sources including environmental markets (REDD+, PES, CDM, Voluntary carbon markets), Private Sector (CSR), Bilateral and Multilateral funders, adjustments in public sector financing identified
 - Action plan for securing funds from identified options to finance conservation and climate change mitigation in the pilot region, including sources, work packages, outreach material, capacity gaps to be bridged etc., developed.
 - Advantages and the rationale for investing in the desirable activities for concerned stakeholders documented
4. Third progress report containing following outputs: Within 8 months
 - Consultations with concerned stakeholders including State Departments, Private Sector, Bilateral and Multilateral Funders to validate action plan arranged
 - Capacity building material prepared: Compiling all the results and outcomes of the study. Three types of such manuals would be prepared aimed at different audiences viz. 1) Action brief for policy makers: Crisp and fact-based compilation of take-away points without dwelling much into the methodology part, 2) Process documentation for practitioners 3) Succinct briefs and flyers for electronic and print media campaigns to communicate the business case to concerned stakeholders.
5. Draft report containing all the details, results and outputs of the study (within 9 months)
6. Final report after incorporating the corrections, editions made by the competent project authorities (within 10 months)

VII. TEAM COMPOSITION

The assignment requires a multidisciplinary team to undertake specific tasks in fulfilling the goal. The study team will include, but is not limited to:

1. Project Leader
2. Carbon Finance Expert
3. Community Forestry Expert
4. Communications specialist

VIII. DESIRABLE QUALIFICATION:

1. Prior experience in Spatial Analysis, Forest and Land-Use related mitigation and conservation planning,
2. Demonstrable experience in issues related to climate change mitigation including clean

technologies, REDD+ especially in the context of India.

3. Demonstrated expertise in developing communication material and campaigns for print and digital media.
4. Prior experience as a lead bidder in an international project in the last 2 years in an allied field preferable.
5. Demonstrable experience of working with State Forest Departments in India and Ministry of Environment and Forests on projects related to PES, REDD+. Climate Change mitigation. .
6. The Institution should have a sound financial management system.
7. Team proposing to carryout assignment should have proficiency in English language and excellent writing skills to meet the purpose of the assignment.
8. The firm should have had good interactions with government agencies/ departments in connection with the films that they have made earlier.
9. There should be a dedicated team working with/ under the Team leader.
10. The team should have excellent planning and organizational skills.
11. Consistent track record of meeting deadlines.
12. For Project Leader: National/international level experience in environmental finance, PES, REDD+
13. For Carbon Finance Expert: Experience in sourcing finance for climate change mitigation projects from various sources
14. For Community Forestry Expert: Experience in forest resource assessment, participatory rural appraisals, socio-economic assessments
15. For Communication Specialist: Experience in marketing, branding and development of communication material including for Land-Use and conservation issues.

IX. DOCUMENTS REQUIRED

Following documents are required along with the technical and financial proposal:

- Team qualification: CV of the Team Leader and CVs of Team Members
- Specify the core team with management structure indicating the Team leader and other team members, with the assurance that they will be with the assignment during the entire period. Any replacement should be agreed upon by LLMPU/various committees of the Munnar Landscape Project/MoEFCC/UNDP.
- Expertise of the firm: Relevant similar assignments undertaken should be highlighted here by providing, title of the assignment, client for whom the assignment was carried out, cost of assignment, timeline, team strength, outputs/results. Assignments carried out for UNDP/major multilateral/or bilateral programmes must be described.
- Approach for the proposed assignment: Steps to carry out the proposed assignment may be described.
- Timeline: Provide a chart of time line with clear milestones.
- A separate sealed Financial Proposal (containing details of personal fees, travel, other expected costs, etc.)

X. EXPECTED TRAVEL

The bidding agency is expected to develop a travel plan for the study and quote the estimates in financial plan. All travel & accommodation related cost to be borne by the Agency and should be quoted in the Financial Proposal.

**FORM FOR SUBMITTING SERVICE PROVIDER'S
TECHNICAL PROPOSAL**

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) List out the components of the task at hand and accordingly indicate expertise required for carrying out those tasks*
- b) Names and qualifications of the key personnel who will perform the services indicating the Team Leader and the supporting team members;*
- c) CVs demonstrating qualifications, experience and proficiency in required languages must be submitted in the template given below; and*
- d) Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

[Designation]

[Date]

**FORM FOR SUBMITTING SERVICE PROVIDER'S
FINANCIAL PROPOSAL**

A. Cost Breakdown per Deliverable*

Outputs	Percentage of Total Price (Weight for payment)	Price (Rs.) (Lump Sum, All Inclusive)
Submission of inception report	25%	
Submission of first progress report	20%	
Submission of second progress report	10%	
Submission of third progress report	10%	
Submission of draft report as detailed under point 5 in Deliverables for inputs by competent project authorities	10%	
Submission of final report after incorporating the inputs made by competent project authorities	25%	

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

B. 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 Amount
I. Personnel Services				
1. Services from Home Office				
- Project Leader				
- Carbon Finance Expert				
- Community Forestry Expert				
- Communications specialist				
2. Services from Field Offices				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				
Total				

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- 8.4.1** Name UNDP as additional insured;
- 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
- 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 Any other party with the Discloser's prior written consent; and,

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof

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

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

23.0 AUTHORITY TO MODIFY:

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