



REQUEST FOR PROPOSAL (RFP)

International Open Bidding	DATE: 4 August 2014
	REFERENCE: RFP/UNDP/INDIA/2014/035

Dear Sir / Madam:

We kindly request you to submit your Proposal to “**Document Supply and value chains of major medicinal plants in select *mandis* and identify gaps & priorities for action by National Medicinal Plants Board of India**”.

Please be guided by the form attached hereto as Annex 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 **25th August 2014, 1730 hours** at the address below:

**United Nations Development Programme
55, Lodi Estate, New Delhi – 110 003
Mr. Sandeep Sharma
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. 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/procurement/protest.shtml>.

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,

Arundhati Das
Assisant Country Director, E&E Unit
UNDP India

Description of Requirements

<p>Context of the Requirement</p>	<p>NMPB is one of the responsible partners in implementing the GEF-UNDP-GoI project entitled ‘Mainstreaming Conservation and Sustainable Use of Medicinal Plant Diversity in Three Indian States’ at the national level. Various activities such as capacity building of the NMPB to meet the emerging challenges in medicinal and aromatic plants (MAP) sector, development of a national strategy for the MAP sector, activities related to prioritization of species for conservation and propagation are being carried out under the project. During the project’s National Project Steering Committee Meeting, NMPB had requested UNDP to commission the aforementioned study which will help to understand the specifics of supply and value chains of major species in each region and also help in defining the role of NMPB to bridge the gaps identified under the proposed study.</p>
<p>Implementing Partner of UNDP</p>	<p>Ministry of Environment and Forests, Government of India and National Medicinal Plants Board</p>
<p>Brief Description of the Required Services</p>	<p>A Study entitled “Document Supply and value chains of major medicinal plants in select <i>mandis</i> and identify gaps & priorities for action by of National Medicinal Plants Board of India”.</p>
<p>List and Description of Expected Outputs to be Delivered</p>	<p>Deliverable for the study:</p> <p>The agency is required to study the various supply chains as well the value chains of the identified medicinal plant species and also analyze the role of the identified <i>mandis</i> for these species in each region. The list of identified <i>mandis</i> and the associated species <i>mandi-wise</i> in North, South, East, West and Central regions have been listed in Annexure-2. For each of the identified species in the 5 regions, the deliverables are as below:</p> <ul style="list-style-type: none"> a) Documentation of various supply chains of a species within and across states both from wild and cultivated sources, identification of the significant links in the chain while the traded material reaches the market or the manufacturing industry, identification of forest divisions/ranges significant to the supply of the species. The report should also specify the quantities traded in each of the significant supply chains. b) The analysis of the identified supply chains of a species must bring out the specifics of legal frameworks in the states which might aid / restrict trade in the species, document the system of transit, road and other permit system in the states including interstate transfer of raw and processed material. The analysis should also include the various barriers to transparency in trade. c) A thorough analysis of the numerous links in the supply chain and identify actionable areas to reduce influence of middlemen and to improve the price at the household of the

	<p>traditional collectors from forest areas as well as cultivators.</p> <p>d) The report must analyze policies affecting trade of medicinal plants and also render appropriate recommendations for policy formulation.</p> <p>e) For each significant supply chain the agency must also study the value chain involved and recommend appropriate action areas for NMPB in order to improve the value of the raw or processed material at the primary source. The study must also bring out the strategies to improve processing and value addition of raw material at points closer to the initiation of the chain. The market and non-market factors that lead to reduction of value must also be brought out clearly with respect to the species.</p> <p>f) Make suggestion on ways NMPB may streamline and support the supply chain of raw materials. Identify measures to boost the traceability of raw materials in order to ensure sustainability of the sources.</p> <p>g) High resolution photographs of key activities related to this assignment that may be used by NMPB/MoEF/UNDP at any occasion.</p> <p>h) For the purpose of the study, the agency upon completion of scoping and field study, shall organize regional stakeholder consultations of collectors, cultivators, traders and suppliers and chalk out strategies required under the study. The agency should also appropriately engage with the State Biodiversity Boards, State Medicinal Plants Boards, State Forest Departments etc for the purposes of the study.</p>
Person to Supervise the Work/Performance of the Service Provider	CEO, National Medicinal Plants Board or his representative, National Project Director, MoEF and Programme Analyst, UNDP. The agency may be asked to make presentations by NMPB, MoEF or UNDP at National and State Project Steering Committee meetings (NPSC/SPSC), review meetings, conferences, etc.
Frequency of Reporting	Initial inception report on completion of first month & then quarterly reports on completion of every quarter, draft final report on completion of 8 months and final report on completion of 9 months. The selected agency is expected to meet the CEO, NMPB on monthly basis and work closely at every stage of the study.
Progress Reporting Requirements	As mentioned above, progress of the study may be reviewed at the SPSC/NPSC, conferences, review meeting as communicated by MOEF, NMPB and UNDP. Quarterly utilization certificates and progress reports in UNDP formats must be submitted by the agency.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	9 months
Target start date	September 2014
Latest completion date	May 2015
Travels Expected	

	Travel to <i>mandis</i> , field sites, discussions with NMPB and UNDP at Delhi and for regional consultations as per the ToR. The financial proposal should also contain the travel costs.																							
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"/> Others (Not applicable)																							
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 (<i>Counting for the last day of submission of quotes</i>)	<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"/> Permitted																							
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Submission of Inception report including final work plan methodology, travel plans, timelines prepared in due consultation with NMPB/MoEF/UNDP</td> <td>30%</td> <td>30 days of signing of contract</td> <td rowspan="5"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. The study has to </td> </tr> <tr> <td>Submission of report after data collection from mandis/stock points and supply chain links.</td> <td>20%</td> <td>Three month of signing of contract</td> </tr> <tr> <td>Successful completion of regional consultation of stakeholders</td> <td>30%</td> <td>Six months of signing of contract</td> </tr> <tr> <td>Submission of draft final report</td> <td>10%</td> <td>Eight months of signing of contract</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Submission of Inception report including final work plan methodology, travel plans, timelines prepared in due consultation with NMPB/MoEF/UNDP	30%	30 days of signing of contract	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. The study has to	Submission of report after data collection from mandis/stock points and supply chain links.	20%	Three month of signing of contract	Successful completion of regional consultation of stakeholders	30%	Six months of signing of contract	Submission of draft final report	10%	Eight months of signing of contract			
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				be completed within 9 months of signing of contract.
	Submission of final report to MoEF/UNDP/NMPB within 15 days of receiving the comments of reviewers by the agency and final acceptance of the report by MoEF/UNDP/NMPB.	10%	Acceptance of final report	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The final report will be assessed and approved by CEO, NMPB; National Project Director, Ministry of Environment and Forests; Assistant Country Director & Programme Analyst, UNDP; National Project Steering Committee; and Peer Reviewers (5 Experts)			
Type of Contract to be Signed	<input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Preliminary Examination of Proposals	<ol style="list-style-type: none"> 1. Bid was received on or before the date and time specified 2. Bid is properly sealed / un-tampered 3. Bid bears the (i) name of the submitting entity and (ii) title 4. of the Contract outside the envelope 5. Written confirmation for validity of bid for 120 days 6. Technical Offer separately sealed from Financial Offer 7. Company Profile (not more than 15 pages) 8. Technical Bid/Proposal Form duly accomplished (i.e. no standard contents deleted, no reservations added) 9. Bid is strictly for the full scope of requirements (i.e. partial offer is not allowed) 10. Details of Personnel to be engaged in the Contract Submitted 11. Implementation Timetable submitted 12. There are no erasures, interlineations, additions, not initialed 13. There are no exceptional conditions stated that are unacceptable to UNDP 14. Latest Certificate of Registration of Business submitted 15. Latest Audited Financial Statements submitted 16. Is the Offeror, or any of its joint venture member, included in UN Security Council 1267 List 17. Is the Offeror, or any of its joint venture member, included in the List of Suspended and Removed Vendors 			
Criteria for Essential Eligibility/Qualification	<ul style="list-style-type: none"> • The agency should have minimum 5 years of experience in projects related NTFPs/Medicinal and Aromatic Plants. • Agency should be profitable in at-least two of the last three Financial Years. • Team Leader should have Masters in Life Sciences/Natural Resource Management. He should have specific experience related to NTFP market research and study. • Team Leader should have minimum 10 years of experience in carrying out projects related to harvesting, collection, cultivation, marketing of NTFPs/ Medicinal and Aromatic Plants, developing community owned enterprises with clear understanding of supply chain of NTFPs/Medicinal and Aromatic Plants. • Team Members should have minimum qualification and work 			

	<p>experience as mentioned in the Terms of Reference in projects related to harvesting, collection, cultivation, marketing of NTFPs/ Medicinal and Aromatic Plants, and understanding of supply chain of NTFPs/Medicinal and Aromatic Plants.</p> <ul style="list-style-type: none"> • Team proposed to carryout assignment should have proficiency in reading, writing and speaking regional and English languages. <p>Note:</p> <ol style="list-style-type: none"> 1. If bidders do not meet any of the above listed criteria's, their proposal may not be considered for further evaluation. 2. Bidders meeting above listed criteria's are required to submit evidences (details / documents) in support – otherwise proposal will be disqualified.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p>As per table given below.</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:	<p><input checked="" type="checkbox"/> One or more agencies may be selected for the study.</p> <p><input type="checkbox"/> One Proposer only</p> <p><input checked="" type="checkbox"/> One or more Proposers, depending on the following factors:</p> <ol style="list-style-type: none"> 1. Award will be made using the Combined Scoring Method per Region. 2. A bidder may submit proposal for one or more Region - but maximum up to 3 regions may be awarded to one single bidder at the discretion of UNDP. 3. Bidders have to clearly identify in their proposal the name of the Field Team members(s) assigned to that region. Bidders cannot include the same Field Team members in their proposals for different regions. <p>A bidder may bid for one or more regions. The bidder has to submit technical proposal and financial proposal in separate envelopes for each region they would like to bid for. The envelopes shall clearly specify the name of the region for which it is submitted.</p>
Contact Person for Inquiries (Written inquiries only)	<p>Sandeep Sharma Procurement Unit Sandeep.sharma@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 and should clearly mention the region applied for. Technical and financial bids should be separated in</p>

	<p>separate envelopes.</p> <p>In case of an agency applying for more than one region, the bids have to be sent in separate envelopes.</p> <p>Proposals are invited from the institutions, organizations and consortiums only. Proposal submitted by Individuals will not be accepted.</p>
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Technical Proposal:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Management Structure and Qualification of Key Personnel	20%	200
2.	Expertise of the Firm	20%	200
3.	Methodology and detailing of the key components of the methodology should be submitted along with the proposal.	30%	300
Total			700

Personnel/Team qualification [200marks]		
1.1	Team Leader General Qualification- Max. 20 marks Suitability for the Project- Max. 30 marks	50
1.2	Qualification & Experience of other team members General Qualification- Max. 20 marks Suitability for the Project- Max. 30 marks	150
Total		200
Expertise of the firm submitting the proposal [200marks]		
2.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
2.2	General Organizational Capability in Transport Sector which is likely to affect implementation - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support project financing capacity & management controls	50
2.3	Relevant experience of conducting market research on NTFPs or related produce.	100
Total		200
Proposed Methodology, Approach and Implementation Plan		
3.1	To what degree does the Proposer understand the task?	50
3.2	Have the important aspects of the task been addressed in sufficient detail?	50
3.3	Are the different components of the project adequately weighted relative to one another?	50
3.4	Applicability of the proposed approach and timeline for undertaking the assignment	150
Total		300

TERMS OF REFERENCE**'Mapping, Gap analysis & Strengthening of the Supply Chain of Medicinal Plants'****I. BACKGROUND**

Trade of medicinal plants is a complex web. A typical chain of supply for trade starts from collection of plant based raw drugs generally from wild and also from the agricultural fields. In wild, collection of raw material starts through forest dependent communities, followed by local level traders/handlers and then flows from road head centres to local and regional wholesale markets. This whole sequence of movement/transaction of raw materials is called Supply Chain. Actually, this Movement of material in a chain is far from linear. The complex web of transactions make the task of making consolidated regional or country level assessment of domestic trade supply quite difficult. The problem of gathering realistic and dependable data from this complex chain of transaction is compounded by the general attitude of secrecy and opacity of the people involved in this trade. So there arises a need to study and understand this movement of material through various tiers and the problems/constraints and other quality related aspects arising in such movement of the raw material.

The GEF-UNDP-GoI project entitled 'Mainstreaming Conservation and Sustainable Use of Medicinal Plant Diversity in Three Indian States' during its National Project Steering Committee Meeting has requested UNDP to commission the aforementioned study.

II. SCOPE OF WORK

1. In each of the identified *mandis*, carry out specific tasks related to supply chain and value chain of the identified species in order to locate gaps for the purpose of formulating strategies for NMPB
2. The list of identified *mandis* and species are as below*:

Northern region

1. New Delhi: Khari Bawli of New Delhi is the biggest Mandi of Medicinal herbs in India. Most of the Indian and Imported herbs are available in bulk quantity in Khari Bawli. All the identified species of northern region have to be studied from Khari Bawli.
2. Amritsar (Punjab): Guggul (*Commiphora wightii*), Kuth (*Sausurea lappa*), Kutki (*Picrorhiza kurrroa*), Satwa (*Paris polyphylla*), Pushkarmool (*Inula racemosa*), Jatamansi (*Nardostachys jatamansi*)
3. Tanakpur (Uttarakhand): Daru-haldi (*Berberis aristata*), Timur (*Xanthoxylum armatum*), Kutki (*Picrorhiza kurrroa*), Jatamansi (*Nardostachys jatamansi*), Tejpatta (*Cinnamomum tamala*), Dhup (*Jurinea macrocephala*), Chirayta (*Swertia chirayita*)

Central India

1. Neemuch (Madhya Pradesh): Ashwagandha (*Withania somnifera*), Isabghol (*Plantago ovata*), Konch beej (*Mucuna pruriens*), Safed Musli (*Chlorophytum borivilianum*), Shatawar (*Asparagus racemosus*), Kalmegh (*Andrographis paniculata*), Amla (*Phyllanthus emblica*)
2. Dhamtari (Chhattisgarh): Harra (*Terminalia chebula*), Baheda (*Terminalia bellirica*), Amla (*Phyllanthus emblica*), Kalmegh (*Andrographis paniculata*), Keokand (*Costus speciosa*), Baibedang (*Embelia ribes*), Bel (*Aegale marmelos*), Bhelwa (*Semecarpus anacardium*), Arjun Bark (*Terminalia arjuna*), Vidari Kand (*Pueraria tuberosa*), Gudmar (*Gymnema sylvestre*)

South India:

1. Trishur (Kerala): Atibala (*Abutilon indicum*), Pippali (*Piper longum*), Ashok (*Saraca asoka*), Saunth (*Zingiber officinale*), Dhataki (*Woodfordia fruticosa*)
2. Madurai (Tamilnadu): Sanay (*Cassia senna*), Tulasi (*Ocimum spp.*), Bhringraj (*Eclipta alba*), Bach (*Acorus calamus*), Gudmar (*Gymnema sylvestre*), Bhumi amla (*Phyllanthus spp.*), Brahmi (*Centella asiatica*).

East India:

1. Kolalata (West Bengal) : Manjishtha (*Rubia cordifolia*), Tejpatta (*Cinnamomum tamala*), Timur (*Xanthoxylum armatum*), Chakra Phool (*Illicium griffithii*), Badillaichi (*Amonum subulatum*), Brahmi (*Bacopa monnieri*). Kapur kachari (*Hedychium spicatum*), Chop chini (*Smilax china*).

West India:

1. Mumbai (Maharashtra): Vaividang (*Embellia ribes*) Nagkesar (*Mesua ferrea*), Saptrangi (*Cassia esculenta*), Black harad (*Terminalia chibula*), Shikakai (*Acacia concinna*)
2. Unjha/ Bhuj (Gujarat): Isabgol (*Plantago ovata*), Chandrashur (*Lepidium sativum*), Guggal (*Commiphora wightii*), Sanay (*Cassia senna*), Milk thristal (*Silybum marianum*), Makoy (*Solenum nigrum*)

***The species listed above against each *mandi* are only indicative and may be subjected to revision with the inputs from the selected agency before award of contract.**

3. Systematically map the steps/stages involved in the supply chain of the identified medicinal plants starting from raw material harvesting/collection from forest/ agricultural field etc. to the premises of traders and manufacturers in various regions and its impact on quality. The agency must render appropriate suggestions after analysis of current situation for policy formulation.
4. Identify problems/constraints at each step of the supply chain along with major causes/ practices for quality deterioration during material handling and also identify scope for improvement. The consultant is expected to render practical suggestions/roadmap for bringing about such improvement.
5. Make suggestion on ways by which NMPB may streamline and support the supply chain of raw materials.
6. Assess the feasibility of implementing *Good Field Collection Practices* - NMPB and *Good agricultural and collection practices* - WHO, and suggest appropriate incentive structure, as felt necessary.
7. Any certification that would be appropriate and add value to the collectors and cultivators of medicinal plants and industry.

III. DELIVERABLES

The agency/agencies are required to study the various supply chains as well the value chains of the identified medicinal plant species for the study and also analyze the role of the identified *mandis* for these species in each region. The agency/agencies are required to study atleast 2 mandis per region in the North, West, East, South and central India for the purpose of this study. For each of the identified species in the 5 regions the deliverables are as below:

- a) Documentation of various supply chains of a species within and across states both from wild and cultivated sources, identification of the significant links in the chain while the traded material reaches the market or the manufacturing industry, identification of forest divisions/ranges significant to the supply of the species. The report should also specify the quantities traded in each of the significant supply chains.

- b) The analysis of the identified supply chains of a species must bring out the specifics of legal frameworks in the states which might aid / restrict trade in the species, document the system of transit, road and other permit system in the states including interstate transfer of raw and processed material. The analysis should also include the various barriers to transparency in trade.
- c) A thorough analysis of the numerous links in the supply chain and identify actionable areas to reduce influence of middlemen and to improve the price at the household of the traditional collectors from forest areas as well as cultivators.
- d) The report must analyze policies affecting trade of medicinal plants and also render appropriate recommendations for policy formulation.
- e) For each significant supply chain the agency must also study the value chain involved and recommend appropriate action areas for NMPB in order to improve the value of the raw or processed material at the primary source. The study must also bring out the strategies to improve processing and value addition of raw material at points closer to the initiation of the chain. The market and non-market factors that lead to reduction of value must also be brought out clearly with respect to the species.
- f) Make suggestion on ways NMPB may streamline and support the supply chain of raw materials. Identify measures to boost the traceability of raw materials in order to ensure sustainability of the sources.
- g) High resolution photographs of key activities related to this assignment that may be used by NMPB/MoEF/UNDP at any occasion.
- h) For the purpose of the study, the agency upon completion of scoping and field study, shall organize regional stakeholder consultations of collectors, cultivators, traders and suppliers and chalk out strategies required under the study. The agency should also appropriately engage with the State Biodiversity Boards, State Medicinal Plants Boards, State Forest Departments etc for the purposes of the study.

V. ELIGIBILITY and QUALIFICATIONS requirements:

Essential:

1. The agency should have minimum 5 years of experience in projects related to facilitating community enterprises related to NTFPs/Medicinal and Aromatic Plants.
2. Agency should be profitable in at-least two of the last three Financial Years.
3. Team Leader should have Masters in Life Sciences/Natural Resource Management.
4. Team Leader should have minimum 8 years of experience in carrying out projects related to harvesting, collection, cultivation, marketing of NTFPs/ Medicinal and Aromatic Plants, developing community owned enterprises as well as clear understanding of supply chain of NTFPs/Medicinal and Aromatic Plants.
5. Team Members should have minimum qualification and work experience as mentioned in the table below in projects related to harvesting, collection, cultivation, marketing of NTFPs/ Medicinal and Aromatic Plants, and understanding of supply chain of NTFPs/Medicinal and Aromatic Plants.
6. Team proposed to carryout assignment should have proficiency in reading, writing and speaking Hindi and English languages.

Essential/desired qualification and experience of team:

SN	Category of Consultant	Min. Experience in relevant field	Educational Qualifications
Non-field Team			
1	Taxonomist/Botanist	7years	Desired PhD. Essential M.Sc.
2	Social Scientist	5 years	Desired PhD. Essential M.A.

3	Environmental Economist	5 years	Desired PhD. Essential M.Sc./M. A.
4	Ecologist	7years	Desired PhD. Essential M.Sc.
5	Editor	3 years	Essential Masters in English, Communications. Desired Phd
Field Team			
1	Trade Analyst/Procurement Expert/ Pharmacognosy/Manufacturing Expert	7 years	Desired PhD. Essential Masters
2	Research Assistant (2) – Social Sciences	3 years	Desired M.Sc/M.A. Essential B.Sc.

IV. Provide the following with the proposal:-

1. Team qualification: CVs of Team Members (attach separately) and their time commitment. Curriculum Vitae of team members from the Agency's own organization or external experts who will be a part of the team. *(Note: These members should be available for the assignment). Specify the core team indicating the Team leader, the biodiversity policy and practice specialist and a communication specialist, with the assurance that they will be with the assignment during the entire period. Any replacement should be agreed upon by UNDP and MoEF.*
2. Expertise of the firm: Relevant similar assignments undertaken may 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 can be described.
3. Approach for the proposed assignment: Steps to carry out the proposed assignment may be described.
4. Timeline: Provide a chart of timeline with clear milestones.
5. Technical Proposal containing detailed methodology for the deliverables mentioned in the terms of reference (should include methodology and detailing of the key components of the methodology).
6. A separate sealed Financial Proposal (containing details of personal fees, travel, other expected costs, etc.)

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

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹)

[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 – Earlier Experience of having carried out similar work as those required by UNDP along with list of clients, indicating description of contract scope, contract duration, contract value, contact references; work on trade related issues of medicinal plants sector in India and abroad;*
- 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.*
- g) Human (administrative and technical Staff available on full and part time basis for the assignment) and Technical resources (designing of documents), Photography, field equipment etc. available with the firm*

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

¹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

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 the Team Leader; and team members supporting different components, etc. Note: This assignment requires experts such as Taxonomist, Social Scientist, Trade Analyst/Procurement Expert/ Pharmacognosy/Manufacturing Expert, Environmental Economist, Research Assistant– Social Sciences, Research Assistant – Natural Sciences, Ecologist, Editor (English).
- b) CVs demonstrating qualifications, experience relevant to the assignment must be submitted; in the template given below
- c) Written confirmation from each personnel that they are available for the entire duration of the contract. The personnel must be available to join the meetings/consultations in furtherance of the study in question, on request from the NMPB/UNDP/MoEF.
- d) CV Template

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p>		
<hr/> Signature of the Nominated Team Leader/Member		<hr/> Date Signed

*[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*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Submission of Inception report including final work plan methodology, timelines, mandis selected etc. prepared in due consultation with NMPB/MoEF/UNDP	20%	
2	Submission of report after data collection from mandis situated at north, central and west India.	30%	
3	Submission of report after data collection from mandis situated in south, north east India. Submission of photographs of key activities associated with the assignment.	30%	
4	Submission of final draft report	10%	
5	Submission of final report to MoEF/UNDP/NMPB within 15 days of receiving the comments of reviewers by the agency and final acceptance of the report by MoEF/UNDP/NMPB.	10%	
	Total	100%	

**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 Rate
I. Personnel Services				
1. Services from Home Office with field visits as per requirement				
Taxonomist			1	
Social Scientist			1	
Environmental Economist			1	
Ecologist			1	
Editor			1	
2. Services from Field Offices				
Trade Analyst/Procurement Expert			1	
Research Assistant – Social Sciences			2	
Research Assistant– Natural Sciences			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				
Total				

PLEASE NOTE THAT:

The travel costs for the purpose of the study shall be specified by the bidder as the species of study and the *mandis* have been specified clearly in the RFP.

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or

sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not

limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

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

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

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

13.2.2.1a 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.