



## REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for conducting the Mid-Term Review for Promoting Renewable Energy in Mae Hong Son Province' Project.

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

Proposals may be submitted on or before **Tuesday, June 4, 2013**, via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**UN Service Building 3rd Floor, Rajdamneon Nok Avenue, Bangkok 10200**  
**Ms. Somlak Supkongyu**  
somlak.supkongyu@undp.org; Fax. 662-280-2700

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Somlak Supkongyu*

*Procurement and Administrative Services Manager*

21 May 2013

## Description of Requirements

Context of the Requirement	<i>Mid-Term Review for Project "Promoting Renewable Energy in Mae Hong Son Province" Project</i>
Implementing Partner of UNDP	Thailand Environment Institute
Brief Description of the Required Services <sup>1</sup>	See TOR attached.
List and Description of Expected Outputs to be Delivered	<p>The key product expected from this exercise is a review report in Thai and in English that should, at least, include the following contents:</p> <ul style="list-style-type: none"> <li>■ Executive summary <ul style="list-style-type: none"> <li>▪ Brief description of the project</li> <li>▪ Important observation and analysis of information</li> <li>▪ Main conclusions, recommendations and lessons learned</li> </ul> </li> <li>■ Introduction <ul style="list-style-type: none"> <li>▪ Project background</li> <li>▪ Purpose of the review</li> <li>▪ Key issues addressed</li> <li>▪ Methodology of the review</li> <li>▪ Structure of the review</li> </ul> </li> <li>■ The Project and its development context <ul style="list-style-type: none"> <li>▪ Project start and its duration</li> <li>▪ Implementation status</li> <li>▪ Problems that the project seek to address</li> <li>▪ Immediate and development objectives of the project</li> <li>▪ Main stakeholders</li> <li>▪ Results expected</li> </ul> </li> <li>■ Assessments of the progress made towards the attainment of outcomes.</li> <li>■ Key findings (including best practice and lessons learned, assessment of performance) <ul style="list-style-type: none"> <li>• Project formulation <ul style="list-style-type: none"> <li>▪ Implementation approach</li> <li>▪ Country ownership</li> <li>▪ Stakeholder participation</li> <li>▪ Replication approach</li> <li>▪ Cost-effectiveness</li> </ul> </li> </ul> </li> </ul>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<ul style="list-style-type: none"> <li>▪ UNDP comparative advantage</li> <li>▪ Linkages between project and other interventions within the sector</li> <li>▪ Management arrangements</li> </ul> <ul style="list-style-type: none"> <li>• Implementation <ul style="list-style-type: none"> <li>▪ Financial planning</li> <li>▪ Monitoring and evaluation</li> <li>▪ Execution and implementation modalities</li> <li>▪ Management by the UNDP country office</li> <li>▪ Coordination and operation issues</li> <li>▪ Identification and management of risks (adaptive management)</li> </ul> </li> <li>▪ Recommendations <ul style="list-style-type: none"> <li>▪ Recommendations for modification and future course of action</li> <li>▪ Suggestions for strengthening ownership, management of potential risks</li> </ul> </li> <li>▪ Lessons learned <ul style="list-style-type: none"> <li>▪ Good practices and lessons learned from the project structure, coordination between different agencies, experience of the implementation, and output/outcome.</li> </ul> </li> </ul>												
Person to Supervise the Work/Performance of the Service Provider	Programme Analyst, Environment Unit, UNDP Thailand												
Frequency of Reporting	Two <ul style="list-style-type: none"> <li>• Draft Report presented to the Project Team, Implementing Partner and beneficiaries</li> </ul> Finalization of the Review Report to UNDP Thailand												
Progress Reporting Requirements	One Validation of preliminary findings with stakeholders for comments.												
Location of work	<input checked="" type="checkbox"/> At Contractor's Location												
Expected duration of work	Three weeks during the period from 1-26 July 2013 (20 working days)												
Target start date	1 July 2013												
Latest completion date	26 July 2013												
Travels Expected	<table border="1" data-bbox="547 1709 1423 1966"> <thead> <tr> <th data-bbox="547 1709 743 1809">Destination/s</th> <th data-bbox="743 1709 1003 1809">Estimated Duration</th> <th data-bbox="1003 1709 1243 1809">Brief Description of Prpoe of the Travel</th> <th data-bbox="1243 1709 1423 1809">Target Date/s</th> </tr> </thead> <tbody> <tr> <td data-bbox="547 1809 743 1910">Mae Hong Son</td> <td data-bbox="743 1809 1003 1910">3 working days</td> <td data-bbox="1003 1809 1243 1910">Interview stakeholders and project site visits</td> <td data-bbox="1243 1809 1423 1910">Early July 2013</td> </tr> <tr> <td data-bbox="547 1910 743 1966"></td> <td data-bbox="743 1910 1003 1966"></td> <td data-bbox="1003 1910 1243 1966"></td> <td data-bbox="1243 1910 1423 1966"></td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Prpoe of the Travel	Target Date/s	Mae Hong Son	3 working days	Interview stakeholders and project site visits	Early July 2013				
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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"/> USD											
Value Added Tax on Price Proposal <sup>2</sup>	<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 Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.											
Partial Quotes	<input checked="" type="checkbox"/> Not permitted											
Payment Terms <sup>3</sup>	<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>Inception report including work plan and review matrix prepared and accepted by UNDP Manager.</td> <td>20%</td> <td>5 calendar days from signing the contract.</td> <td>           Within thirty (30) days from the date of meeting the following conditions:            a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and            b) Receipt of invoice from the Service Provider.         </td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Inception report including work plan and review matrix prepared and accepted by UNDP Manager.	20%	5 calendar days from signing the 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.
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Analyst, Environment Unit, UNDP Thailand											
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institution Contract											

<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 15%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 45%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40%</p> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)<sup>5</sup></p> <p><input checked="" type="checkbox"/> Detailed TOR</p>
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><i>Ms. Somlak Supkongyu</i>  <i>Procurement and Administrative Services Manager</i>  <i>email: somlak.supkongyu@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

<sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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## **Terms of Reference for the Mid-Term Review**

### **1. Introduction**

#### **1.1. Standard UNDP/GEF M&E Requirements**

The Monitoring and Evaluation (M&E) policy at the project level in UNDP/GEF has four objectives: i) to monitor and evaluate results and impacts; ii) to provide a basis for decision making on necessary amendments and improvements; iii) to promote accountability for resource use; and iv) to document, provide feedback on, and disseminate lessons learned. A mix of tools is used to ensure effective project M&E. These might be applied continuously throughout the lifetime of the project – e.g. periodic monitoring of indicators -, or as specific time-bound exercises such as mid-term reviews, audit reports and independent evaluations.

Mid-term reviews are intended to identify potential project design problems, assess progress towards the achievement of objectives, identify and document lessons learned (including lessons that might improve design and implementation of other UNDP/GEF projects), and to make recommendations regarding specific actions that might be taken to improve the project, substantively or operationally. Mid-term reviews could also explicitly focus on the constraints and opportunities for scaling up which is crucial to achieve transformational change. It is expected to serve as a means of validating or filling the gaps in the initial assessment of relevance, effectiveness and efficiency obtained from monitoring. The mid-term review provides the opportunity to assess early signs of project success or failure and prompt necessary adjustments.

This TOR is for the Mid-Term Review of the following project: ‘Promoting Renewable Energy in Mae Hong Son Province’. This five-year project commenced in June 2010 with funding from the Global Environment Facilities (GEF), and in-kind co-financing from Thailand Environment Institute (TEI).

#### **1.2. Country Context**

Despite the government’s commitment to Renewable Energy, there have been constraints to the wider and more sustained application of Renewable Energy Technologies in Thailand. This project will overcome barriers that currently prevent widespread and sustainable utilization of Renewable Energy Technologies for the provision of energy services in rural areas of Thailand.

The project will work initially in Mae Hong Son province, which the Ministry of Energy has identified as its target to be the first energy self-sufficient province in Thailand, in conformity with the king’s sufficiency economy concept. Furthermore, the project will also work in the neighbouring provinces Chiang Mai, Chiang Rai, Lamphun, and Lampang.. These provinces have comparable geographic and economic situations and RE potential. By including these provinces a critical mass is created to leverage change in national policies and governmental planning processes regarding RE development and utilization in Thailand’s rural areas. The project will facilitate an integrated RE planning process at provincial and local level, in order to translate targets set at national level to local level and into real action. Various new approaches, concept and policies will be developed and applied,

e.g. new ownership models for RE systems, improvements to tariff system and loan management to be endorsed by the government and applied elsewhere in Thailand.

Furthermore information on existing incentives/policies for RE promotion which are available but sometimes seldom used will be disseminated and promoted. The project will also contribute to the broader goal of reducing GHG emissions in Thailand. The 4 components deal with (a) institutional capacity development for planning and implementing RE programmes; (b) access to financing; (c) technical training and education and (d) policies for up-scaling and replication.

### **1.3. Project Summary**

The RE-MHS project is the Global Environment Facility (GEF) – supported project, with the United Nations Development Programme (UNDP) as the Implementing Agency (IA). It is under the Resource Allocation Framework 4 to the Royal Thai Government, with the total GEF contribution of USD 2,993,000 over the period of 5 years.

The project aims to overcome barriers that currently prevent widespread and sustainable utilization of Renewable Energy Technologies (RETs) for the provision of energy services in rural areas of Thailand. The project will work initially in Mae Hong Son province, which the Ministry of energy has identified as its target to be the first energy self-sufficient province in Thailand.

The project is hosted by Mae Hong Son Province, as the Government Coordinating Authority for the project. The modality is NGO execution, with the Thailand Environment Institute (TEI), as the implementing partner (IP), responsible for the overall project management through the function of Project Management Unit (PMU). UNDP performs the assurance role to ensure that appropriate project milestones are met and that the project is well-managed.

### **1.4. Project's Objective, Expected Outcomes and Outputs**

The project's objective, outcomes and outputs covered by the entire project duration include:

#### **Project Objective:**

The Project Objective is “To overcome barriers to the provision of Renewable Energy (RE) services in integrated provincial renewable energy programmes in Thailand”. This will contribute to the broader Goal of reducing GHG emissions in Thailand. Importantly, it will also contribute to the Goal of Thailand's GEF strategy, which is to mobilize GEF resources in support of the implementation of Sufficiency Economy principles, as enshrined in the 10th National Economic and Social Development Plan.

- **Outcome 1:** Strengthened institutional, organizational and social capacity results in planning, management and implementation of integrated RE programmes in MHS (and another provinces in the Regional Energy Office 10)



- Output 1.1: Integrated provincial RE plans prepared
  - Output 1.2: Strengthened mobilization and co-ordination mechanisms
  - Output 1.3: Institutional arrangements for cooperatively-owned and PPP renewable energy systems
  - Output 1.4: Local entities with strong leadership to plan, develop and manage RE systems
- Outcome 2: Sustainable RE systems operational in MHS (and another province in the Regional Energy Office 10)
    - Output 2.1: Awareness raised of all stakeholders involved in RE projects regarding social, economic and environmental costs and benefits of RE systems
    - Output 2.2: Operational guidance on SPP /VSPP and other schemes disseminated among stakeholders
    - Output 2.3: RE systems installed under previous initiatives rehabilitated
    - Output 2.4: Off-grid RE electrical systems to local communities established
    - Output 2.5: Grid-linked RE systems established consistent with integrated provincial development plans
    - Output 2.6: Non-electrical RE (e.g. charcoal kilns, biodiesel) promoted
    - Output 2.7: Access to concessional loans facilitated at least \$5 M is available to promote RE through concessional loans
- Outcome 3: Technical support is available locally for the development, management and maintenance of RE applications in MHS (and another province in the Regional Energy Office 10)
    - Output 3.1: RE curricula for vocational training institutes targeting private service providers and others developed and officially approved
    - Output 3.2: Completed training in business, finance and resource
    - Output 3.3: Completed trainings in maintenance and repair of RE system
    - Output 3.4: Disseminated technology/information
    - Output 3.5: Technically capable and skilled local RE technology equipment manufacturers increased
- Outcome 4: Policies facilitate up-scaling and replication of RE systems in Thailand
    - Output 4.1: Centre of learning in MHS promoting as part of the Sufficiency Economy established
    - Output 4.2: RE applications prominent in government energy programmes
    - Output 4.3: Flexible subsidies/tax incentives revised and promoted
    - Output 4.4: Transparent system of government accountability established
    - Output 4.5: Policy makers that support RE development and application programs
    - Output 4.6: A "VSPP association" consisting of VSPP practitioners, academics, NGOs and government agencies established

## 2. Scope of the Review

The scope of the MTR covers the entire UNDP/GEF-funded project and its components as well as the co-financed components of the project.

The Review is intended to identify weaknesses and strengths of the project design and provide recommendations for any necessary changes or alignments in the overall design and orientation of the project. This is done through assessing the progress of Project implementation, since the beginning of implementation, against planned Outputs and Outcomes set forth in the Project Document, taking into account the resource disbursements made up to March 2013. The review will also address underlying causes and issues that have contributed to targets not adequately achieved. Consequently, the review mission is also expected to make detailed recommendations on the work plan for the remaining project period. It will also provide an opportunity to assess early signs of project success or failure, and prompt necessary adjustments.

The review will include, but not limited to, analyses/assessments on following issues:

### *Progress towards achievement of results (internal and within project's control)*

- Is the Project making satisfactory progress in achieving project Objective, Outcomes, and Outputs vis-à-vis the targets and related delivery of inputs and activities?
- What are the planned activities that are critical for attainment of project Outputs in the remaining project implementation period?
- Are the direct partners and project consultants able to provide necessary inputs or achieve results?
- Given the level of achievement of outputs and related inputs and activities to date, is the Project likely to achieve its Immediate Purpose and Development Objectives?
- Are there critical issues relating to achievement of project results that have been pending and need immediate attention in the next period of implementation?
- Is the project logical framework and design still relevant in the light of the project experience to date?
- Assessment of the long-term viability and sustainability of the project, and recommendations to Government and relevant stakeholders on how to upscale good practices
- Lessons learned during project implementation and recommendations to replicate them
- Are there effective relationship and communication between/among components so that data, information, lessons learned, best practices and outputs are shared efficiently, including cross-cutting issues?
- At the rate of progress observed at MTR, is the project likely to achieve all of its project Objective and Outcomes. If not, provide a justification for an extension of the project implementation.

### *Process of achievement of results*

- Has the project achieved (or is it likely to achieve) its Objective, Outcomes, and Outputs efficiently? This includes an assessment of attained Outcomes and Outputs with

respective expenditures vis-à-vis planned expenditures. Assessments of expenditure should also include actual co-finance materialized by the project against the planned co-financing as indicated in the Project Document.

- Are the performance measurement indicators and targets used in the project monitoring system specific, measurable, achievable, reasonable and time-bound to achieve desired project Outcomes and Outputs
- How relevant and appropriate are the work plan and financial plan in guiding the project activities?
- How well are the disbursements, procurement, coordination among project team members and committees, and the UNDP country office support being carried out?
- Any issue or factor that has impeded or accelerated the implementation of the project or any of its components, including actions taken and resolutions made should be highlighted.

*Factors affecting successful implementation and achievement of results (beyond the Project's immediate control or project-design factors that influence outcomes and results)*

- Is the project implementation and achievement of results proceeding well and according to plan, or are there any outstanding issues, obstacles, bottlenecks, etc. on the consumer, government or private sector or the electricity industry as a whole that are affecting the successful implementation and achievement of project results?
- To what extent does the broader policy environment remain conducive to achieving expected project results, including existing and planned legislations, rules, regulations, policy guidelines and government priorities?
- Is the project logical framework and design still relevant in the light of the project experience to date?
- To what extent do critical assumptions/risks in project design make true under present circumstances and on which the project success still hold? Validate these assumptions as presently viewed by the project management and determine whether there are new assumptions/risks that should be raised?
- Are the Project's institutional and implementation arrangements still relevant and helpful in the achievement of the Project's objectives, or are there any institutional concerns that hinder the Project's implementation and progress.

*Project management (adaptive management framework)*

- Are the project management arrangements adequate and appropriate?
- How effectively is the project managed at all levels? Is it results-based and innovative?
- Do the project management systems, including progress reporting, administrative (including procurement and recruitment) and financial systems, operate as effective management tools, aid in effective implementation and provide sufficient basis for evaluating performance and decision making?
- Is technical assistance and support from project partners and stakeholders, including UNDP, appropriate, adequate and timely?

- Validate whether the risks originally identified in the project document and, currently in the APR/PIRs, are the most critical and the assessments and risk ratings placed are reasonable.
- Describe additional risks identified during the review. if any, and suggest risk ratings and possible risk management strategies to be adopted.
- Assess the use of the project logical framework and work plans as management tools and in meeting with UNDP-GEF requirements in planning and reporting.
- Assess the use of electronic information and communication technologies in the implementation and management of the project.
- On the financial management side, assess the cost effectiveness of the interventions and note any irregularities.
- Are the Project's institutional and implementation arrangements still relevant and helpful in the achievement of the Project's objectives, or are there any institutional concerns that hinder the Project's implementation and progress.
- Assess the effectiveness of the monitoring mechanisms employed by the project in monitoring progress of project execution, both in financial as well as technical terms
- How have the APR/PIR process helped in monitoring and evaluating the project implementation and achievement of results?

*Strategic partnerships (project positioning and leveraging)*

- Are the project partners and their other similar engagements in the 'Promoting Renewable Energy in Mae Hong Son Province' strategically and optimally positioned and effectively leveraged to achieve maximum effect of the climate change mitigation program objectives for the country?
- Assess how project partners, stakeholders and co-financing institutions are involved in the Project's adaptive management framework.
- Identify opportunities for stronger collaboration and substantive partnerships to enhance the project's achievement of results and outcomes.
- Are the project information and progress of activities disseminated to project partners and stakeholders? Are there areas to improve in the collaboration and partnership mechanisms?

### **3. Review Methodology**

The MTR Team is expected to become well versed as to the project objectives, historical developments, institutional and management mechanisms, activities and status of accomplishments. To the extent possible, results presented in the MTR should be substantiated with evidence or triangulated.

The MTR Team will carry out the following activities:

- a) Document desk review;
- b) An opening meeting with the National Project Director (NPD), Project Management Unit (PMU), Responsible Parties, Field Teams, Beneficiaries, UNDP CO, and, UNDP APRC
- c) Group and individual interviews with stakeholders listed below;
- d) Site visit: Mae Hong Son

e) An “exit” meeting to discuss the findings of the assessment with TEI, project staff and UNDP, prior to the submission of the draft Final Report.

Prior to engagement and visiting the PMU, the MTR Team shall receive all the relevant documents including at least:

- ‘Promoting Renewable Energy in Mae Hong Son Province’ Project Document and Project Brief
- Inception Report
- Annual Work and Financial Plans
- Annual Project Reports/Project Implementation Reviews (API/PIR) Minutes of Project Board and Project Team Meetings
- Back-to-Office Mission Reports

To provide more details, as may be needed, the following will be made available for access by the MTR Team:

- Executive summary of all quarterly reports
- Internal monitoring results
- Terms of Reference for past consultants’ assignments and summary of the results
- Past audit reports

The MTR Team should at least interview the following people:

- Project Director
- Project Manager
- Representative of Responsible Parties, including MHS provincial authority, DEDE, EPPO, EGAT, PEA, and BAAC
- Field Officers
- Representatives from pilot communities
- Project Administrative Officer
- Project Financial Officer
- Members of Project Steering Committee
- UNDP Country Office in Bangkok in-charge of the Promoting Renewable Energy in Mae Hong Son Province’ Project.

With the aim of having an objective and independent evaluation, the MTR Team is expected to conduct the project review according to international criteria and professional norms and standards as adopted by the UN Evaluation Group.

#### **4. Review Team**

The MTR Team will be composed of one locally-based International Consultant and one National Consultant. The Team is expected to combine international standards of evaluation

expertise, excellent knowledge of Climate Change Adaptation projects and national context of project and program implementation in Thailand.

At the minimum, the members of the MTR Team shall have the following professional background and responsibilities:

#### *A. International Lead Consultant*

##### Profile

- Post-Graduate in environmental studies, development studies, social sciences and/ or other related fields.
- Minimum of ten years accumulated and recognized experience in climate change mitigation, renewable energy promotion, and sustainable development
- Minimum of five years of project evaluation and/or implementation experience in the result-based management framework, adaptive management and UNDP or GEF Monitoring and Evaluation Policy
- Familiarity in similar country or regional situations relevant to that of Promoting Renewable Energy in Mae Hong Son Province' Project
- Experience with multilateral and bilateral supported climate change mitigation projects
- Comprehensive knowledge of international climate change mitigation best practices
- Very good report writing skills in English

##### Responsibilities

- Documentation of the review
- Leading the MTR Team in planning, conducting and reporting on the evaluation.
- Deciding on division of labor within the Team and ensuring timeliness of reports
- Use of best practice evaluation methodologies in conducting the evaluation
- Leading presentation of the draft evaluation findings and recommendations in-country
- Conducting the debriefing for the UNDP Country Office in Thailand and Core Project Management Team
- Leading the drafting and finalization of the MTR Evaluation Report

#### *B. National Consultant*

##### Profile

-Post-graduate in environmental studies, development studies, social sciences and/ or other related fields with at least ten years of project development and implementation.

-A minimum of five years of project management experience in climate change mitigation or sustainable livelihoods.

-Multilateral and bilateral funded project development and implementation

-Familiarity with Thailand national development policies, programs and projects

##### Responsibilities

- Documentation review and data gathering
- Contributing to the development of the review plan and methodology
- Conducting those elements of the evaluation determined jointly with the international consultant and UNDP
- Contributing to presentation of the review findings and recommendations at the wrap-up meeting
- Contributing to the drafting and finalization of the review report.
- The members of the Team must be independent from both the policy-making process and the delivery and management of the UNDP/GEF assistance. Therefore, candidates who had any direct involvement with the design and implementation of Promoting Renewable Energy in Mae Hong Son Province' Project will not be considered.

## 5. Schedule and Deliverables

The MTR will commence on 1 July 2013, for 20 working days. There will be an orientation meeting with UNDP CO, UNDP APRC and a briefing session with the project management team at the start. The review report will be produced in the Thai and English language with executive summary (for both versions), highlighting important observations, analysis of information and key conclusions including its recommendations. Based on the scope of the MTR described above, the Review Report will include, among others:

- Findings on the project implementation achievements, challenges, and difficulties to date;
- Assessments of the progress made towards the attainment of outcomes;
- Recommendations for modification
- ns and the future course of action;
- Lessons learned from the project structure, coordination between different agencies, experience of the implementation, and output/outcome and,

The report will be initially shared with the Project's PMU to solicit comments or clarifications and will be presented to the UNDP Country Office (CO) in Thailand for further deliberations. Consequently, the final MTR Report (in three copies) will be made and submitted to the UNDP CO with a copy furnished to the Project's PMU.

There will be two main deliverables:

- Mid-Term Review Report, including an executive summary (in Thai and in English), fulfilling the requirements set out in this Terms of Reference (TOR). The final report is to be cleared and accepted by UNDP CO in Thailand before final payment. The final report (including executive summary, but excluding annexes) should not exceed 50 pages.
- A power-point presentation of the findings of the review. Depending upon the complexity of the findings, UNDP CO in Thailand may consider organizing a half-day stakeholders meeting at which to make a presentation to the partners and stakeholders.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[insert: Location].

[insert: Date]

To: Ms. Somlak Supkongyu

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 21 May 2013, 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) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) 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.*

### C. Qualifications of Key Personnel

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



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

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

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

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

\*This shall be the basis of the payment tranches

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

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

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

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

### **1.0 LEGAL STATUS:**

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

### **2.0 SOURCE OF INSTRUCTIONS:**

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

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

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

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

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

### **6.0 OFFICIALS NOT TO BENEFIT:**

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

### **7.0 INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

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

shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

**23.0 AUTHORITY TO MODIFY:**

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