



Prot. n. AICSY-OUT-129-2020-02-14

“SUPPORT TO THE ODA COORDINATION IN MYANMAR: CAPACITY DEVELOPMENT
OF DONOR COORDINATION (CAD-MM) – AID 11087”

CIG (BID CONTRACT IDENTIFICATION) No.: 814706638C

SERVICE CONTRACT
(HEREINAFTER REFERRED TO AS THE “CONTRACT”)

BETWEEN

THE ITALIAN AGENCY FOR DEVELOPMENT COOPERATION - YANGON OFFICE
(HEREINAFTER REFERRED TO AS THE “CONTRACTING AUTHORITY”)
REPRESENTED BY THE DIRECTOR ING. WALTER ZUCCONI,
41-7B, INYA MYAING, SHWE TAUNG GONE, BAHAN TOWNSHIP, YANGON, MYANMAR

AND

WINCOM WORKFORCE SOLUTION CO LTD
(HEREINAFTER REFERRED AS THE “SERVICE PROVIDER”)
REPRESENTED BY MR.KSHITIJ CHAUDHARY

(HEREINAFTER REFERRED TO AS INDIVIDUALLY, THE “PARTY” AND COLLECTIVELY, THE “PARTIES”)

WHEREAS

That with Decree n. 20 dated March 10, 2017, the Director of the Italian Agency for Development Cooperation authorized the allocation of funds for the Project “Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM) - AID 11087”; (Hereinafter referred to as the “Project”);

That as per the last version of the General Operational Plan approved by the Italian Agency for Development Cooperation, the Project foresees, among other, the provision of the “Technical Support activities to the CPG”;

That the Technical Support activities will be executed through the awarding of an Outsourcing of Technical Personnel Service contract;

That with the Decree prot. n.AICSY-OUT-533-2019-12-13 the Director of AICS Yangon authorized the commencement of the bidding process for the present service;

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That the Contracting Authority on 13 December 2019, published on the websites www.ambiyangon.esteri.it and www.aicsyangon.org the “Invitation to bid for the Outsourcing of Technical Personnel Service to support the Italian Agency for Development Cooperation in the delivery of technical assistance services – CIG 814706638C”;

That the Organization Wincom Workforce Solution Co Ltd obtained the best score following the evaluation procedures of the administrative and economic offers for the execution of the Services indicated under the previous point;

That the offer submitted on 21st of January, by the organization Wincom Workforce Solution Co Ltd was considered adequate and in line with the needs of the Project CAD- MM, AID 11087;

That the Contracting Authority hence intends to engage the Services of the above-mentioned Organization on the terms and conditions hereinafter set forth;

That the Organization Wincom Workforce Solution Co Ltd is ready and willing to accept this Contract with the Contracting Authority on the below terms and conditions

THE PARTIES AGREE AS FOLLOWS

ART. 1 – SCOPE OF THE CONTRACT

In the framework of the project “Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM) - AID 11087”, the Contracting Authority awards to the Provider, who hereby accepts, the execution and the completion of the Service Contract within the “Technical Support activities to the CPG” for the project activities of the Italian Agency for Development Cooperation – AID 11087.

The scope of this Contract is thus to access an outsourcing of technical personnel service (hereinafter referred to as the “Service”) in order to engage an already identified External Consultant in order to deliver technical assistance services to the CPG.

The following Annexes are an integral part of the present Contract:

- a) Annex A – Terms of Reference;
 - b) Annex B – Economic Offer;
1. Annex A and B cannot be amended without prior written approval of the Contracting Authority.
 2. The Service Provider shall neither seek nor accept instructions from any authority than the Contracting Authority as for the services to be implemented under this Contract. Neither the Contract, nor its Annexes can be amended without prior written approval of the Contracting Authority.



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ART. 2 – ACTIVITIES CARRIED OUT BY THE SERVICE PROVIDER

1. The activities to be carried out by the Service Provider are detailed in the present Contract and its Annexes A and B which are an integral part of this Contract and where related costs are also specified. The days and hours of work of the Service Provider's personnel shall abide to Myanmar laws, rules and regulations according to the requirements of the services.
2. While executing the Contract, the Service Provider will interact with the Contracting Authority providing regular updates to the AICSY Director and to the AICSY experts appointed by the Director for supervising the execution of the Contract.
3. Based on the tasks listed in the above-mentioned Annexes, the Service Provider will provide the following services:
 - a) prepare a suitable contract for the already selected External Consultant. The contract will have a duration of 11 months.
 - b) sign the above mentioned contract with the appointed staff;
 - c) ensure the general management of the External Consultant contract in compliance with relevant applicable Myanmar regulations;
 - d) calculate and pay timely, on monthly basis, relevant monthly salary, applicable income taxations, social and health insurance, and/or any additional costs that may be requested by the Government for similar job profiles and contracts;
 - e) provide the Payroll administration service;
 - f) establish a full coverage insurance (medical, against accidents at work etc.) for each employee, including payment of compensations (as per Myanmar relevant Laws) in case of injury or death;
 - g) provide the External Consultant with the statutory benefits, if any;
 - h) manage and supervise workers' rights, such as working hours, weekly rests, holidays, paid and unpaid leaves, sick leaves, in compliance with Myanmar labour laws and regulations;
 - i) manage employee attendance and provide temporary staffing as a replacement for the absent employee, if needed.
 - j) carry out a selection process in order to identify a new External Consultant as specified in "Paragraph 10 – Other aspects – of Terms of Reference". This service will be activated upon AICSY specific request.

ART. 3 – CONTRACT AMOUNT

1. The Service Provider undertakes to execute and to complete the services and activities indicated in Annex A and B and to apply the prices indicated in the same Annexes for the outsourcing of technical personnel service in carrying out technical assistance activities, in full compliance with the provisions of the present Contract, for a maximum amount of Euro 65.854,50 (sixty-five thousands-eight-hundred-fifty-four/50 Euro only).



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2. The Contract amount includes all the activities, consultancies, personnel, and/or any other charge, even if not specifically mentioned in this Contract, which is necessary to complete all the actions foreseen for the Services, both in terms of quality and quantity.
3. The Service Provider is solely responsible for the payment of service, tax, insurance, travel and transportation expenses' reimbursement and all other taxes and government dues as may be applicable. In no case the Contracting Authority will be responsible to pay taxes for this Service Contract.

ART. 4 - TERMS OF PAYMENT

1. Payments will be done on monthly basis by the Contracting Authority by bank transfer to the Euro bank account specified by the Service Provider in Annex B, only after the submission by the Contracting Authority of the following documents:
 - a) A monthly invoice – in table format – showing the gross cost and detailing the net salary paid to the national staff with their signature, taxes, insurances and the relevant management fee. Each invoice shall be dated, stamped and signed by the Service Provider and expressed in Euro currency only;
 - b) Relevant evidences of payments (net salary bank transfers to the External Consultant, taxes and social insurance payment etc.) related to the submitted invoice.
2. All the above-mentioned documents shall be addressed to: the Italian Agency for Development Cooperation (AICS) - Yangon Office – AID 11087.
3. All the above-mentioned documents shall be submitted on monthly basis, by email, at the following address:
 - a. To: aics.info@aicsyangon.org
 - b. CC: khinchaw.thuzar@aicsyangon.org ; sara.tesio@aicsyangon.org

ART. 5 - DURATION OF THE CONTRACT

1. The overall duration of the Contract is 12 (twelve) months. It is agreed to sign the Contract on the 14th of February 2020 (“the Signature date”) and to enter into force on the 17th of February 2020 (hereinafter referred to as “The Effective date”) until the 16th of February 2021.
2. This Contract shall become effective upon the Effective Date
3. The duration of the Contract may be extended, as for allowing the orderly completion of activities.
4. Any request of extension of the duration of the present contract submitted by the Service Provider must be accepted in written by the Contracting Authority.



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ART. 6 – LIABILITY

1. The Contracting Authority accepts no liability for damage to persons or property related to the performance by the Service Provider of the activities specified in this Service Contract.
2. The Service Provider shall execute the Contract with due care, efficiency and diligence in accordance with the best professional practice and shall comply with any administrative orders given by the Contracting Authority.
3. The Service Provider shall supply, without delay, any information and documents to the Contracting Authority upon request, regarding the conditions in which the Contract is being executed.
4. The Service Provider shall respect and abide by all laws and regulations in force in the Beneficiary Country and shall ensure that its personnel, their dependents, and its local employees also respect and abide by all such laws and regulations.
5. The Service Provider shall indemnify the Contracting Authority against any claim and proceeding arising from any infringement by the Service Provider, its employees and their dependents of such laws and regulations.
6. To perform these tasks, the Service Provider shall comply with all the legislation in force in the Country in the field of medical, insurance and safety measures.
7. The employment relationship between the Service Provider and its staff employed by it to carry out the activities and any offspring from this litigation does not involve in any way the Contracting Authority.
8. The Service Provider shall at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the Project or the Services without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way whatsoever without its prior consent and shall make this obligation clear to the third parties.
9. The Service Provider and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the Country.
10. The payments to the Service Provider under the Contract shall constitute the only income or benefit it may derive in connection with the Contract. The Service Provider and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the Contract.
11. The Service Provider commits itself to provide suitable qualified personnel and adequate means necessary for the implementation and supervision of the activities agreed upon in this Agreement. The Service Provider's personnel shall not be considered in any respect as being the employees or agents of the Contracting Authority.



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12. The Service Provider is fully responsible for the completion of any acts under these contractual terms with the Consultant, in accordance to the Myanmar existing laws, rules and regulation and their modifications in time – as applicable. That responsibility includes the relevant fiscal dispositions.
13. Under no circumstances the Contracting Authority would be responsible for the local personnel's results in implementing their duties or for any misconducts or damages caused by the National staff.

ART. 7 – SUBCONTRACTING AND TRANSFERABILITY

1. The Service Provider is not allowed to subcontract the provision of these Services and/or to transfer the Contract to a third Party.

ART. 8 – PERSONNEL

1. The Service Provider shall employ the External Consultant candidates selected by the Contracting Authority.
2. Whether the service provided by some of the candidates mentioned above will not be considered satisfactory by the Contracting Authority, AICS-Y will ask the Service Provider to carry out the selection process of a new consultant.
3. In case the External Consultant would request to terminate his contract with the Service provider, the Service Provider will promptly inform in written the Contracting Authority. The External Consultant should give at least one-month notice. The Contracting Authority will ask the Service Provider to carry out the selection of a new consultant. The service provider will take care of the contract management procedures related to the personnel replacement.

ART. 9 – INTELLECTUAL AND INDUSTRIAL PROPERTIES RIGHTS

1. All reports, data and supporting records or materials acquired, compiled or prepared by the Service Provider in the performance of the service Contract shall be confidential and shall be the absolute property of the Contracting Authority.
2. The Service Provider shall, upon completion of the service Contract, deliver all such documents and data to the Contracting Authority.
3. The Service Provider may retain copies of such documents and data but shall not use them for purposes unrelated to its Service Contract without the prior written consent of the Contracting Authority.
4. The Service Provider shall not publish articles relating to the Services or refer to them when carrying out any service for others, or divulge information obtained from the Contracting Authority, without its prior written consent.
5. Any results or rights thereon, including copyright and other intellectual or industrial property



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rights, obtained in performance of the Service Contract, shall be the absolute property of the Contracting Authority, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where intellectual or industrial property rights already exist.

ART. 10 – VISIBILITY

1. The Service Provider is committed to work with the Contracting Authority, through regular contacts, to ensure full visibility of AICS and the Government of Italy with the Central and Local Institutions, as well as with International Agencies and the Donors community.

ART. 11 - TERMINATION OF THE CONTRACT

1. This assignment may be terminated by mutual consent between the parties, with a 30-day notice to each other.
2. This contract may be concluded by the Contracting Authority at any time for serious technical and/or contractual non-compliance of the Service Provider.
3. In this case, the Contracting Authority shall notify such non-compliance to the Service Provider through a warning letter, identifying the issue and requesting to solve it within 15 days. After this period, having the Service Provider not corrected the issue, the contract will be terminated on the seventh day after the deadline fixed in the notice.
4. Moreover, the Contracting Authority may also, at its unquestionable discretion, suspend or permanently solve the contract for security reasons, changes in Italian policies or reputational risks giving the Service Provider a 15-day notice for the orderly closure of activities under this contract.
5. The Contracting Authority will pay to the Service Provider only the amounts corresponding to services satisfactorily provided.
6. This contract will be terminated if the Service Provider fails to provide evidences of the payment of taxes or appropriate insurance policy in favor of the national staff. The insurance policy will have to cover all risks associated with the execution of the required services.

ART. 12 - FORCE MAJEURE

1. Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective.
2. The term Force Majeure, as used herein, covers any unforeseeable events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the





- public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.
3. A decision of the Italian Government/AICS to suspend the Cooperation activities with the Beneficiary Country is considered to be a case of force majeure when it implies suspension of funding the Contract.
 4. If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the circumstances.
 5. If the circumstances d
 6. escribed above result in the involuntary suspension of the activities of either party of this service Contract for a period exceeding 30 (thirty) days, then either Party shall have the right to terminate this Contract after serving due notice to the other Party.

ART. 13 – CONFLICT OF INTEREST

1. The Service Provider shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract.
2. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
3. Any conflict of interests which may arise during performance of the Contract shall be notified to the Contracting Authority without delay.
4. In the event of such conflict, the Service Provider shall immediately take all necessary steps to resolve it.
5. The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Service Provider shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligations under the Contract, the Service Provider shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

ART. 14 – DATA PROTECTION

1. The Service Provider undertakes to adopt technical and organizational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
 - a) prevent any unauthorized person from having access to computer systems processing personal data, and especially:
 - b) unauthorized reading, copying, alteration or removal of storage media;
 - c) unauthorized data input, unauthorized disclosure, alteration or erasure of stored personal data;



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- d) unauthorized persons from using data-processing systems by means of data transmission facilities;
- e) ensure that authorized users of a data-processing system can access only the personal data to which their access right refers.

ART. 15 - SETTLEMENT OF DISPUTES

1. The Parties shall make every effort to settle amicably any dispute, even technical, that may arise regarding the interpretation or execution of this Contract, during the progress of the activities or after its termination.
2. Once a dispute has arisen, a Party shall notify the other Party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute.
3. In the absence of an amicable settlement, a Party may notify the other Party requesting a settlement through conciliation by a third person.
4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of the Italian jurisdiction or arbitration.
5. This doesn't mean, however, that the Contracting Authority surrenders jurisdictional immunities and entitlements enjoyed by Diplomatic and Consular missions.

ART. 16 – OBLIGATIONS ON FINANCIAL FLOW TRACEABILITY

1. The Contractor shall assume the obligations on financial flow traceability in accordance with Art. 3 of the Italian Law 13 august 2010, n. 136.
2. In case of subcontract / sub-provision of the Service, it has to be included, on pain of nullity, a clause by which each subcontractor shall assume the obligations of the financial flow traceability in acc. with the Italian Law 136/2010

ART. 17 – OFFICIAL COMMUNICATIONS

1. Any official communication from the Service Provider concerning this Contract shall be written in English and shall be addressed to: Italian Agency for Development Cooperation (AICS) – Yangon Office, 41-7B, Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar.

ART. 18 - FINAL PROVISIONS

1. The Parties of this Contract declare to have read this Contract, including its Annexes, and that they agree with the same in all its parts and accept it fully.
2. The provisions of this Contract may be amended only by a formal Act signed by both Parties.





In witness, whereof the Parties hereto have signed the Contract

Yangon, 14/02/2020

For Italian Agency for Development Cooperation
Yangon Office

Director
Walter Zucconi



For Wincom Workforce Solution Co Ltd

Legal Representative
MR.KSHITIJ CHAUDHARY



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To: AICS Yangon,
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Bahan Township, Yangon
yangon@aics.gov.it

Ref: Outsourcing of Technical Assistance Services for project activities of the Italian Agency for Development Cooperation — AID 11087

Date 20/01/2020

Category of Experts	Monthly amount including taxes (EUR) A	Management cost not exceeding 13% on Gross Monthly amount (EUR) B Fee = 11%	Gross Monthly amount including management cost (EUR) C = A+B	Total price for 11 months (EUR) D= (C*12)
External Consultant (International Junior expert)	4.950,00	544,50	5.494,50	60.439,50

The total prices constitute the Bidder's final offer in response to this Invitation to Bid.

- The gross monthly amounts depend on the qualifications of the experts following the classification in categories defined in the Terms of Reference.
 - **International junior expert - the net monthly amount is determined as Euro 4.150,00.**
- The total contract duration for the Outsourcing Company is of 12 months. The External Consultant will provide technical assistance services for 11 months.
- The Outsourcing Organization is responsible for the payment of all taxes and government dues as may be applicable. In no case the AICSY will be responsible to pay taxes for the Service Contract.
- No additional remuneration can be paid for extra working hours.
- The management fees over the 13% of the gross amount for each category of experts will not be accepted.
- The total price for the management of the External Consultant for 11 months should not exceed Euro 69.000,00.



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Handwritten signatures and initials in blue ink.

1. **The Reimbursable items non-included in the prices are the following:**
- Travel and VISA costs for the inter-city journeys (inside Myanmar) which are exclusively realised and authorised in the assignment.
 - Per diem
 - They are paid for each overnight stay on the mission.
 - They cover all subsistence costs of the experts including meals, housing and intra-city transportation costs (taxi, car rental and/or public transportation).

The reimbursable items related to the business travel and VISA, under the prior approval of the AICS Yangon Office, will be provided by the Organization.

In particular:

- the flights within Myanmar will be provided by the Outsourcing Company,
- the VISA costs, and related travel costs, will be covered by the outsourcing company

The maximum budget for travel and VISA costs is fixed in EUR 3,000,00.

The reimbursement of the business travel expenses and VISA to the Organization will be made upon the submission of the suitable invoice, including the travel costs with the payment receipt. The mentioned service is free of charge.

2. **Medical check-up**

The medical check-up for the External Consultant will be provided by the Outsourcing Company, upon formal request by AICS Yangon. The maximum budget for the medical check-up is fixed in Euro 200,00.

The reimbursement of the medical check-up cost to the Outsourcing Company will be made upon the submission of the suitable invoice, comprehensive of the overall cost and the payment receipt.

3. **Insurance**

The Outsourcing Company will have to provide an adequate Insurance to the External Consultant. Once the outsourcing contract is awarded the Outsourcing Company will propose to AICSY an Insurance for the External Consultant. AICSY will then approve the proposed insurance.

The reimbursement of the Insurance cost to the Outsourcing Company will be made upon the submission of the suitable invoice, comprehensive of the overall cost and the payment receipt.

The maximum budget for the insurance is fixed in Euro 800,00.

4. **Additional service for the selection and contracting of a new External Consultant**

In case for any reason the qualified External Consultant selected by AICSY will not be available to deliver the technical assistance services for the whole duration of the outsourcing contract, the selected Outsourcing Company will carry out a selection process to identify a new External Consultant with adequate skills and competencies. This service will be used only if specifically requested by AICSY to the Outsourcing Company.

Description	Total price (lump sum) [Euro]
Selection and contracting of a new External Consultant as per AICSY requirements*	1,500

**Quotation of this service should not exceed Euro 2,000,00




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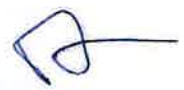
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5. Total amount of the Economic Offer

Item	Description	Amount [Euro]
1	Outsourcing services for the management of an External Consultant (international junior expert)	60.439,50
2	Reimbursable items (Travels)	3.000,00
3	Medical Check-up	115,00
4	Insurance	800,00
5	Selection and contracting of a new External Consultant	1.500,00
TOTAL AMOUNT OF THE ECONOMIC OFFER		65.854,50

Name	Mr. KSHITIJ CHAUDHARY
Firm and Position	WINCOM WORKFORCE SOLUTIONS CO. LTD. DIRECTOR
Signature	
Date	20. Jan. 2020



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**Ref: Outsourcing of Technical Assistance Services for project activities of the Italian Agency
for Development Cooperation — AID 11087**

Date 20/01/2020

Explanation of Calculation of Management of Total Price for External Consultant

According to the note mentioned in ANNEX – D, submitted quotation total price for total price for the management of the External Consultant for the project “Support to the ODA coordination in Myanmar Capacity Development of Donor Coordination (CAD-MM) - AID 11087” is calculated based on 11 months.

This it to clarify our calculation as there is a mismatch on the formula provided in the last column of the template of ANNEX - D to calculate the total cost and we have considered the calculation based on the notes mentioned in the template.

Yours sincerely,

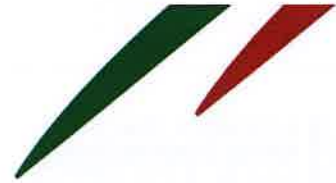
WinCom Workforce Solutions Company Ltd.

Mr. Kshitij Chaudhary (KC)
Director & Authorized Signatory
Email – kc@wincomsolutions.com
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Project AID 11087 – Numero Gara 7632158

Invitation to bid for the Outsourcing of Technical Personnel Service to support the Italian Agency for Development Cooperation in the delivery of technical assistance services.

ANNEX A GENERAL TERMS OF REFERENCE

1. BACKGROUND

Since 2013 Myanmar has been going through a process of developing a coordination mechanism with International Donors to have an effective management of Official Development Assistance (ODA) in the country and in January 2013 the first Myanmar Development Cooperation Forum (MDCF) between the Government of Myanmar and Bilateral and Multilateral donors was held. During the forum the Government of Myanmar presented the Framework for Economic and Social Reform (FESR) and the National Comprehensive Development Plan (NCDP) and the first Memorandum on development cooperation between the Myanmar Government and Development Partners (DPs), the Nay Pyi Taw Accord for Effective Development Cooperation (NPT-Accord), was signed.

The NPT-Accord is aligned with the Busan principles regarding the Global Partnership and lists a number of mutual commitments for the Government of Myanmar and DPs in the area of development cooperation. The NPT-Accord also defined the first coordination mechanism between Government of Myanmar and DPs. In the following years the coordination mechanism has been restructured leading to its current organisation and to the establishment of the Cooperation Partners Group (CPG), the main forum for discussion and sharing of information regarding aid coordination and aid effectiveness. Current Work Streams include: CSO and INGO Liaison; Development Humanitarian Peace Nexus; Private Sector Development; Rakhine State Development; Development Assistance Policy-Development Effectiveness (DAP-DE); Urban Development; Governance (consisting of the following six stand-alone governance groups: Elections Support Group, Good Governance Group, Parliamentary Support Group, Public Administration Reform Group, PFM and Anti-Corruption Group, Rule of Law and Access to Justice Group).

Moreover, Myanmar Government has established a new architecture for ODA management.

First of all, a governmental oversight body, the Development Assistance Coordination Unit (DACU) was created. This unit assesses all initiatives to be funded through ODA and it follows the procedures of the *Development Assistance Policy*, whose implementation is ensured and supervised by the DAP Working Group (DAP WG), composed by the members of DACU, Partner in Development (PID) representatives from Civil Society Organizations (CSOs), International Non-Governmental Organizations (INGOs) and



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the private sector. In order to better dialogue with donors and implementing partners working in the priority development sectors for the government, a thematic coordination mechanism has been set up: *Sector Coordination Groups* (SCG). This mechanism includes: the Joint Coordinating Body for Peace Process Funding (jointly with Ethnic Armed Organisations (EAO)); the Joint Coordinating Body for Rule of Law Centre and the Justice Sector and the following 10 SCG groups;

- Agriculture & Rural Development Sector Coordination Group
- Education & TVET Sector Coordination Group
- Energy & Electric Power Sector Coordination Group
- Environmental Conservation Sector Coordination Group
- Health Sector Coordination Group
- Job Creation Sector Coordination Group
- Macroeconomic Management Sector Coordination Group
- Nutrition Sector Coordination Group
- Social Protection & Disaster Management Coordination Group
- Transport & ICT Sector Coordination Group

These Bodies reflect the sectors and thematic/focus areas which the GoM has identified as priorities for development assistance and to which development assistance should be primarily targeted towards. SCG are led by Line Ministries and composed by personnel of relevant Ministries, Partner in Development (PID) representatives from Civil Society Organizations (CSOs), International Non-Governmental Organizations (INGOs) and the private sector

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Moreover, 3 non-Sector coordination groups have been created:

- Yangon Urban Development;
- Statistical Quality Development;
- Gender Equality and Women's Development.

Within this context the project "Support to the ODA coordination in Myanmar: Capacity Development of Donor Coordination (CAD-MM) – AID 11087" financed by the Italian Agency for Development Cooperation has the general objective to contribute to the improvement of ODA effectiveness in Myanmar within the Global Partnership framework. The specific objective of the project is to improve the ODA management capacities of Burmese institutions and the coordination among DPs and between DPs and the Government of Myanmar. More specifically, one of the project results aims to strengthen the CPG's Secretariat through Technical Assistance services.

With reference to this result, during the past two years AICSY has provided Technical Assistance services to the CPG for a period of 6 months through a senior international expert and for an additional period of 10 months through a junior international expert. Both consultants have been previously contracted by an external company that supported AICSY in the delivery of technical assistance services.

Based on past experiences, AICSY has already identified a qualified External Consultant to be engaged for the delivery of additional technical assistance services to CPG in 2020.

AICSY intends to select one qualified external Outsourcing Company to provide the required administrative and contractual support for the management of the External Consultant. The assignment of



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the Outsourcing Company refers to the overall management of the employment relationship with the External Consultant identified by AICSY, including the payment of salary, any relevant tax, insurance, statutory benefits, if any, and/or all other taxes and government dues as may be applicable according to the relevant Myanmar law and regulations.

2. INTRODUCTION

The AICSY seeks to establish an Outsourcing Contract to ensure provision of Technical Assistance services to the project activities of the Italian Agency for Development Cooperation – AID 11087. The provision of technical assistance services is to strengthen the capacities of the CPG's Secretariat and to improve the coordination of the ODA in Myanmar. The specific Technical Assistance services that will be delivered by the External Consultant engaged by the Outsourcing Company, will be based on the needs identified by AICSY and on the requests outlined by the CPG and the Government of Myanmar.

The Contract is envisaged to start by January 2020 and the duration is established in 12 months. By the end of this period AICSY will check the subsistence of the needs for CPG and MoIFER-FERD, verifying also if the content and the organization of the requested TA competences persist in the form and duty set in this bid.

The total amount available under the contract is up to EUR 75.000,00 for the whole period of duration (12 months).

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3. OBJECTIVE

The purpose of the Contract is to select an Outsourcing Company that will engage an External Consultant (already identified by AICSY) to provide timely access to a range of high-quality Technical Assistance services within the project activities of the Italian Agency for Development Cooperation – AID 11087.

4. THE RECIPIENT

The CPG's Secretariat and the relevant coordination activities of the project with Local Authorities will be the principal recipient of the Technical Assistance services.

5. SCOPE OF WORK OF THE EXTERNAL CONSULTANT

The Technical Assistance services include:

- Support to the organization and management of CPG's meetings and other meetings with Burmese institutions;
- Support to the production of analysis, research and concept papers;
- Support to the liaising activities between the Myanmar Government institutions and the CPG

A detailed description of tasks and assignment to be performed is listed in section 9.

These services of Technical Assistance will be included in the CPG's Secretariat framework, which is managed by a UNDP international staff (Development Cooperation Specialist - DCS). The detailed work plan will be agreed with the DCS, to ensure up to date alignment of tasks with the current CPG priorities. Therefore, all the above-mentioned tasks will be realized in previous agreement with the DCS.



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6. CONTRACTUAL MECHANISM

Following the award of the contract, AICSY as Contracting Authority will provide to the Outsourcing Company the contact name and CV of the qualified external consultant that AICSY has already identified. The contact name and CV will be completed by a list of ToR for the technical assistance services that will be delivered by the consultant.

7. TIMING

The Outsourcing Contract will have a duration of 12 months.

8. REQUIREMENTS: PROFILE OF THE EXTERNAL CONSULTANT

Hereafter a basic profile of the external consultant (already identified by AICSY), who will be engaged by the selected Outsourcing Company to deliver the technical assistance services:

International Junior Expert.

- Education to master's degree level or above in Development, Economics, Political Science, International Relations or another suitable discipline.
- At least 3 years of work experience in the field of development cooperation; work experience on issues of aid coordination and effectiveness.
- Prior development related work experience in Myanmar and good knowledge of the local context.
- Fluency in both spoken and written English.

4

9. TASKS AND ASSIGNMENT – TERMS OF REFERENCE FOR THE EXTERNAL CONSULTANT

The nature of this assignment means that work of the External Consultant should be carried out as an integral part of the CPG secretariat, and under the supervision of UNDP international staff leading the Secretariat (the Development Cooperation Specialist – DCS), in response to the evaluation carried out by CPG about the Technical Assistance Services already provided. The expert will support the fulfilment of needs and gaps identified by the CPG through the Facilitators. The detailed work plan will be agreed with the DCS, the CPG Coordinator, to ensure up to date alignment of tasks with the current CPG priorities. In particular, the junior expert will support the DCS in following up policy, technical and operational issues that are raised by the Facilitators/Alternates on behalf of the CPG with institutional actors. The External Consultant (international junior expert) is expected to approach the assignment in a flexible manner and be willing and able to carry out duties in response to requests from the CPG and Government. As such, these ToR do not seek to list every task that will need to be carried out but rather to provide a sample of the kinds of work that will be expected:

- i. Support the CPG Development Cooperation Specialist and CPG facilitators in organizing CPG monthly meeting, including taking notes and disseminating relevant documents pertaining such meeting among the members of CPG;
- ii. Support the CPG Secretariat in facilitating communication and collaboration between CPs and



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- CPG workstreams
 - Government-led national development cooperation dialogues
 - Development Assistance Coordination Unit (DACU) - CPG meetings
 - Development Assistance Coordination Unit Working Group (DACU WG)
 - Foreign Economic Relations Department (FERD) - CPG meetings
 - Workshops on specific priority issues such as Development-Humanitarian-Peace Nexus, Private Sector Engagement, 2030 Agenda/SDGs, etc., including appropriate budgeting required
- x. Support to the production of analysis, research and concept papers;
- xi. Support to the liaising activities between the Myanmar Government institutions and the CPG Support the CPG in its activities related to the Prevention of Sexual Exploitation and Abuse (PSEA). The PSEA network was endorsed by Humanitarian Country Team in March 2018 and is comprised of focal points from UN, INGO and national organisations, which meet regularly.
- xii. Support the CPG Secretariat in following up the *Development Effectiveness Roundtable* (DER), a high-level meeting on development cooperation in Myanmar, organised annually.

The work of the external Consultant (international junior expert) will be guided by the CPG Facilitators and, as mentioned above, will be supervised by UNDP international staff leading the Secretariat. The expert will therefore report to the Facilitators and to the Secretariat. The detailed work plan will be agreed with the DCS, the CPG Coordinator, to ensure up to date alignment of tasks with the current CPG priorities. Overall, the assignment is expected to support the successful roll out of the new CPG structure, the delivery of the Development Effectiveness Roundtable and overall improvements in CPs coordination both among themselves and with Government, which should lead to more effective aid to Myanmar.

The External Consultant (international junior expert) will be contracted for 11 months. The monthly net salary amounts will be EUR 4.150,00.

10. OTHER ASPECTS

If the expert is unable to meet the level of quality required for preparing the written outputs such as reports, the Organization/Bidder will provide, at no additional cost to the Contracting Authority, immediate additional support for these outputs to meet the appropriate standards.

The Specific ToRs define the expertise required to carry out the assignment. The nominative of the External Consultant to be engaged by the selected Outsourcing Company will be provided by AICSY. The External Consultant has been selected by AICSY based on previous working experiences with the CPG. AICSY ensures that the proposed External Consultant has the level of experience listed in paragraph “8 – REQUIREMENTS – PROFILE OF SELECTED QUALIFIED EXTERNAL CONSULTANT” and the capacities to deliver the tasks listed in paragraph “9 - TASKS AND ASSIGNMENT – SPECIFIC TERMS OF REFERENCE”.



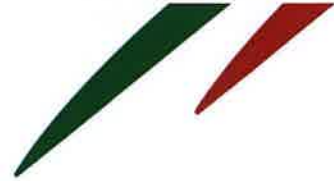
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- central authorities in the thematic coordination fora organized by the Government, the Sector Coordination Groups (SCG). This may include: providing ad hoc support on cross-cutting issues relating to the 10 Sector Coordination Groups and the 3 non-Sector Coordination Groups; regularly updating the Sector Coordination Group status of operation. This will maximize the efforts of the stakeholders working together on the priority sectors identified by the Myanmar Government;
- iii. Support the CPG Secretariat in facilitating strong and consistent communication between CPs, Government, Parliament, civil society, the private sector, INGOs and possible other actors on issues that impact on or relate to development coordination and aid effectiveness in line with CPG concerns. Concerning the liaising with the Government, develop mapping of Government contacts and focal points – including Parliamentarians – relevant to CP coordination with Government on development effectiveness. This task may include the development of standard communication products;
 - iv. Support CPG Secretariat in coordinating their work and identifying common development policies, positions and messaging. This will include the undertaking of dedicated analysis as required, for example on division of labour;
 - v. Support local and international monitoring processes to track development effectiveness commitments and progress, including that of the Global Partnership;
 - vi. In agreement with the CPG Secretariat, liaise closely with counterparts in Peace and Humanitarian coordination and advise CPG on opportunities to strengthen coherence between development, peace and humanitarian assistance;
 - vii. Provide ad hoc support to specific CPG Workstreams. CPG Work Streams operate on a demand basis to reflect the strategic concerns and needs of Cooperation Partners. Current Work Streams include: CSO and INGO Liaison; Development Humanitarian Peace Nexus; Private Sector Development; Rakhine State Development; Development Assistance Policy-Development Effectiveness (DAP-DE); Urban Development; Governance (consisting of the following six stand-alone governance groups: Elections Support Group, Good Governance Group, Parliamentary Support Group, Public Administration Reform Group, PFM and Anti-Corruption Group, Rule of Law and Access to Justice Group). In particular, special support is needed for the functioning of the INGO - CSO Work Stream, through a close collaboration with the CP that leads this Work Stream. More Work Streams may be added, and others disbanded if they are no longer perceived by CPs to require a dedicated Work Stream.
 - viii. Encourage and support CPs in ensuring that the AID Information Management System (AIMS) and sector reports are updated regularly.
 - ix. Support the CPG Secretariat in the organization and management of CPG's meetings and other meetings with Burmese institutions, including, but not limited, to:





In case for any reason the qualified External Consultant selected by AICSY will not be available to deliver the technical assistance services for the whole duration of the outsourcing contract, the selected Outsourcing Company will carry out a selection process to identify a new External Consultant with skills adequate to paragraph “8 – REQUIREMENTS – PROFILE OF SELECTED QUALIFIED EXTERNAL CONSULTANT” and capacities adequate to deliver the tasks listed in paragraph “9 - TASKS AND ASSIGNMENT – SPECIFIC TERMS OF REFERENCE”. The Outsourcing Company will carry out the selection process in close collaboration with AICSY and the CPG and following their needs and guidance. Costs required to carry out the selection process will be included in a separated budget line of the economic offer.

Under this process the Outsourcing Company is expected to carry out activities such as: collection of CV, evaluation of received CV, organization of interview for shortlisted candidates supporting AICSY and CPG, engage the new selected External Consultant, manage the employment relationship activities for the new External Consultant.

This service will be activated after a specific communication from AICSY to the Outsourcing Company and will be remunerated only after its activation and successful completion with the selection of a new External Consultant.

11. TERMS OF REFERENCE FOR THE OUTSOURCING COMPANY

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The activities to be carried out by the Outsourcing Company will be as following:

- To contract the selected External Consultant by signing an employment Contract between the Outsourcing Company and the identified candidates;
- To calculate and pay on a timely manner relevant monthly salary, applicable income taxations, social and health insurance, if any, and/or any additional costs that may be requested by the Government for similar job profiles and Contracts;
- To provide the Payroll administration service;
- To establish a full coverage insurance (medical and against accidents in the work) for the External Consultant, including payment of compensation (as per Myanmar relevant laws) in case of injury or death;
- To provide the External Consultant with the statutory benefits, if any;
- To manage and supervise the respect of workers’ rights such as hours of work, personnel rostering system, weekly rest, holiday, paid and unpaid leave and sick leave, in compliance with Myanmar labor laws and regulations;
- To manage employee attendance and provide temporary staffing as a replacement for the absent employee, if needed.
- To carry out a selection process in order to identify a new External Consultant as specified in “Paragraph 10 – Other aspects”. This service will be activated upon AICSY specific request.



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