



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: June 13, 2017
	REFERENCE: RFP- ESDR/DATA/01/2017

Dear Sir / Madam:

We kindly request you to submit your Proposal **for Data generation process mapping with special reference to the environment and disaster management and to conduct segmented campaigns to promote evidence based decision making**

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

Proposals may be submitted on or before Wednesday, June 28, 2017 2 pm Sri Lanka time and, courier to the address below:

United Nations Development Programme
202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka
Head of Procurement
procurement.lk@undp.org

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/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nilmini Jayatilake
Procurement Assistant
6/13/2017

Description of Requirements

Context of the Requirement	<i>Proposal for Data generation process mapping with special reference to the environment and disaster management and to conduct segmented campaigns to promote evidence based decision making</i>
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers in Sri Lanka to provide a Proposal for Data generation process mapping with special reference to the environment and disaster management and to conduct segmented campaigns to promote evidence based decision making
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	<i>Assistant Country Director – ESDR/UNDP</i>
Frequency of Reporting	<i>Monthly</i>
Progress Reporting Requirements	Monthly
Location of work	<input checked="" type="checkbox"/> Western and Uwa Provinces
Expected duration of work	5.5 months
Target start date	14-July-2017
Latest completion date	31-Dec-2017
Travels Expected	As per the TOR
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	

¹ 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.

	<input checked="" type="checkbox"/> Local Currency LKR
Value Added Tax on Price Proposal ²	<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 ³	As per the TOR
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Assistant Country Director – ESDR/UNDP
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Technical Proposal (70%) Please refer to the “Detail of Evaluation Criteria and Marking Schema” – Annex 4 Terms of Reference Financial Proposal (30%) To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.

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

³ 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.

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ⁶	<p><i>Mr. Kalana Cooray</i> <i>Technical Coordinator</i> kalana.cooray@undp.org Telephone: 0777861863</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]	<p>A pre-bid meeting will be held on 20th June 2017 at 10 am at Ministry of Disaster Management at the below address. Bidder participation is highly recommended. Financial Proposal should be submitted in a separate seal envelope.</p> <p>Ground Floor Conference Room, Ministry of Disaster Management, Vidya Mawatha, Colombo 07</p>

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

⁵ 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.

⁶ 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.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

To: Head of Procurement,
United Nations Development Programme
202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka

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 6/13/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

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

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

[Designation]

[Date]

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.



Empowered lives.
Resilient nations.

TERMS OF REFERENCE

A. *Project Title:* Service provider for data generation process mapping with special reference to the environment and disaster management and to conduct segmented campaigns to promote evidence based decision making

B. Project Description

The United Nations Development Programme, acting as an implementing agency of the Global Environment Facility (GEF), is supporting the Government of Sri Lanka in the implementation of the GEF medium-sized project “Ensuring global environmental concerns and best practices mainstreamed in the post-conflict rapid development process of Sri Lanka through improved information management.”

Environmental monitoring and disaster information is critical for understanding the status and dynamic changes in the environment and disaster trends in the country. Consistent and regular monitoring, research, and data analysis provide the essential foundation for adequate policy response as well as timely and appropriate national decision-making processes. Hence, the issue has both global and national dimensions. The proposed project addresses Rio convention obligations related to reporting requirements under three main focal areas: Biodiversity, Climate Change and Land Degradation.

C. Scope of Services, Expected Outputs and Target Completion

The prospective service provider will be responsible for identifying the availability and gaps of data and information related to the environment and disaster management at both national and provincial levels. The service provider will also develop and conduct tailored campaigns to selected groups of data users and generators using various media (i.e. workshops, training programmes, lectures, discussions, dramas, videos, documentaries, etc.).

Responsibilities

1. Identify and familiarize the data fields required for reporting of the Sendai Framework for Disaster Risk Reduction and the following three Rio Conventions: United Nations Framework Convention on Climate Change (UNFCCC), Convention on Biological Diversity (CBD), and United Nations Convention to Combat Desertification (UNCCD)
2. Visit Head Offices of approximately 50 -60 data-generating agencies and assess the availability and gaps of data

3. Conduct discussions with the heads of agencies or the authorized officer(s) to identify data generating channels and existing reporting networks of the organizations at different levels. For instance, the last level of data generation could be the Grama Niladhari, Divisional Secretary, or District Secretary (as per the decentralized administration system), or the Pradesheeya Sabha, Town Council, or the Provincial Council (as per the devolved governance system). For each data field, the current data generation flow needs to be drawn in consultation with the relevant agency.
4. Using a check list of data fields, which are currently not available at the head office level of the agencies, identify the suitable data generating flow from the grass root level to report on the data field/s in consultation with the agencies and field staff. Parallel to this exercise, the service provider will identify capacity building requirements and record them individually and present them in an action plan format using the following columns:
 - a. Activity
 - b. Sub activity
 - c. Resource person/agency
 - d. Cost
 - e. Time frame. These action plans for capacity building shall be prepared agency-wise.
5. When submitting the issues of the agencies on data generation and management, following headings are to be used:
 - a. Human resources issues (staff availability)
 - b. Lack of training and technical skills
 - c. Lack of minimum equipment
 - d. Monitoring and Supervision Gaps
 - e. Challenges on Data Quality and Accuracy
 - f. Other issues and challenges
6. Provincial Level Campaigns – the target participants of the campaigns shall be following:
 - a. Politicians and Policy Makers
 - b. Government officers especially planning related
 - c. School Children
 - d. Cooperate Sector
 - e. Civil Society
 - f. Media

6.1. Framework for Provincial Level Campaigns:

Segment	Guideline	Type of Materials to be produced and printed	Expected Target of people for the event
Politicians and policy makers	Maximum 2 events in 02 provinces. Local level politicians to be targeted in	A case study written in local language A brief document explaining how DM and Environment data	100 politicians and policy makers

	provincial councils, Pradeshiya Sabhas and Municipal Councils.	could be used in policy decisions	
Government Officers	Maximum 2 events in 02 provinces. Government officers who are involving in planning and designing of development activities in their respective departments	A case study written in local language A comprehensive tool/guidebook to find DM and environment data for sustainable development initiatives	100 Government Officers
School Children	02 provincial level events to be benefited 500 students in selected schools	A guideline for activity. In consultation with the educational authorities select the methodology. i.e. Drama, Art Competition, Debate Competition, Student Projects etc.	500 students
Cooperate Sector	02 provincial events. To be covered at least 20 private sector medium scale organizations	Designing CSR activities using Disaster and Environmental Data, promote evidence based decision making in business strategic planning etc. Stickers, Banners, Hoardings etc.	20 companies
Civil Society	02 provincial events. Awareness to public on evidence based decision making through actively engaging civil societies	Public dialog, exhibitions, brochures, handouts, community projects, community reviewing on development projects	1000 villagers to be reached
Media	02 provincial events, awareness training and field visit to familiarize investigative	Disaster and Environmental data, agencies generating data, contact details. Design a small pocket	50 provincial reporters of different media organizations.

	journalism on disaster and environmental issues	book with required contact details	
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Note: the payment for venue and refreshments for the above event will be done actuals reimbursement basis. Therefore, service provider not required to estimate the expenses for the venues and refreshments in the financial proposal. However, the service provided shall include costing for

- Training resource persons
- Materials both design and printing costs
- Dissemination materials i.e. banners, hoardings etc.

6.2 The service provider needs to develop individual concepts for above campaigns to match with each group of participants. The key message of the campaigns shall be “the importance of evidence based decision-making to minimize the impacts of disasters, climate change, land degradation and the loss of biodiversity.”

In addition,

- a) Enlist the major activities expected to be undertaken by Service Provider, focusing on various parameters (e.g., sequence of tasks, scope and quality standards, etc.).
- b) Enlist the expected outputs to be delivered, and when should they be completed. A table summarizing this information are always helpful in understanding the services.
- c) If possible and if necessary, it is always best to enlist the literature/data/ information/policy framework on hand and that may be made available by UNDP to the Service Provider as reference/input to the activity, either by annexing it hereto, or by providing it at the time of engagement.

Expected Outputs

1. Reports prepared for each data generating agency detailing and mapping the process of all relevant data fields required for reporting of the three Rio conventions (mentioned above) and the Sendai Framework for DRR.
2. Agency-wise action plans prepared in consultation with the respective data-generating agencies addressing the issue of data management with regards to environmental and disaster risk reduction related data fields.
3. A comprehensive report that includes the findings of the study on the availability of data and information, and gaps, issues and challenges identified at both national and subnational levels.

Note: All reports, audio and video products, training modules and manuals, and workshop materials prepared should be submitted to UNDP with full copyright.

E. Institutional Arrangement

Technical Requirements and Monitoring

1. The organization is required to provide a full-time team leader and an adequate field staff with required skills, experience, and qualifications to perform the duties
2. The service provider should establish a good rapport with government officers and agencies at all levels
3. The service provider needs to announce their focal point and he or she should regularly update the Technical Coordinator of UNDP. It is recommended that biweekly meetings are held at the Programme Management Unit of the Ministry of Disaster Management to update the Project Director with the progress.

F. Duration of the Work

The envisaged time frame of the services provided will be from 14th July to 31st December 2017.

G. Location of Work: Western Province and Uva Province

H. Qualifications of the Successful Service Provider at Various Levels

The Service Provider Profile

1. Qualifications

- Minimum two (2) years of experience working with both government and non-government organizations
- Expert knowledge on the environment; particularly on issues related to land degradation, biodiversity and climate change, and disaster management
- Experience in conducting training programmes and awareness campaigns at national and subnational levels
- Adequate staff to collect data, meet with officers of data-generating agencies, develop reports and training manuals, and conduct awareness campaigns
- Strong capacity to conduct training campaigns for policy developers, professionals, media, university students, and the public
- Previous experience working with donor-funded agencies, such as the United Nations
- The provider should have previous experience in similar type of work in private/public sector.

Profile of the team of experts

- The consultant's team should comprise of a Team Leader with M Sc qualification with minimum 02 years of experience in the fields of Information technology or Management Studies or Environmental Sciences,
- Also, the team should comprise with 05 – 10 members who have experience in data entry, field level data collection, community mobilization etc.
- Throughout the contract period Team Leader, field staff and resource persons need to provide their services.

I. Scope of Proposal Price and Schedule of Payments

1. The total cost should include the following:
 - a. Cost of the service provider to cover relevant administration costs, such as staff, transport, communication, etc.
 - b. Payment for resource persons/ experts who will provide technical support
 - c. Detailed cost plans for minimum of 5 provincial-level campaigns, including IEC materials and other items related to campaign concepts
2. Above costs should be allocated under key deliverables (see the payment for services section in this document) which will be mentioned in the contract. UNDP will release the agreed payment instalments upon the successful completion of the deliverables.
3. All activities need to be implemented and all reports need to be submitted to the UNDP within 2017. The timeline needs to be fixed for each deliverable prior to the signing of the agreement.

J. Recommended Presentation of Proposal

Financial proposal format

J.1

Description of major cost items.	Unit Type	No. of Units	Daily Rate (LKR)	Amount (LKR)	Remarks
A. Team Leader					
B. Field Staff for data generation process mapping					
C. Field Staff for organizing segmented campaigns					
D. Resource Persons to develop modules and designs					
E. Printing materials including dissemination materials					
F. Traveling Costs					

G. Communication and Reporting					
H. Other NGO Fee and any other statutory fee, please specify)					
Grant Total – “All Inclusive” (Sri Lanka Rupees)					

J.2 Indicative Work Plan

No.	Component	Time (no of days)
	<u>Data Generation Process Mapping Activities</u>	
	Sub activity 1.	
	Sub activity 2	
	Sub activity 3	
	Sub activity 4	
	Sub activity 5	
	(add any)	
	<u>Identification of issues and gaps on data generation, data management and data sharing</u>	
	Sub activity 1.	
	Sub activity 2	
	Sub activity 3	
	Sub activity 4	
	Sub activity 5	
	(add any)	
	<u>Conducting segmented campaigns to promote evidence based decision making</u>	
	Sub activity 1.	
	Sub activity 2	
	Sub activity 3	
	Sub activity 4	
	Sub activity 5	
	(add any)	
	TOTAL	

Note: UNDP is a VAT-exempted organization.

All Inclusive Lump Sum Fee: LKR (_____)

Amount in words:

(Rs. _____)

Note: Payments will be based on invoices on achievement of agreed milestones i.e. upon delivery of the services specified in the TOR and certification of acceptance by the UNDP. The applicant must factor in all possible costs in his/her “***All Inclusive Lump Sum Fee/Daily Fee***” financial proposal including his/her consultancy and professional fee, honorarium, communication cost such as telephone/internet usage, printing cost, return travel from home to office, ad-hoc costs, stationery costs, and any other foreseeable costs in this exercise. No costs other than what has been indicated in the financial proposal will be paid or reimbursed to the consultant. The UNDP will only pay for any unplanned travel outside of this TOR and Duty Station on actual basis and on submission of original bills/invoices and on prior agreement with UNDP officials. Daily per diem and costs for accommodation/meals/incidental expenses for such travel shall not exceed established local UNDP DSA rates.

No	Deliverable	% of payment
1	Upon submission of work plan	20 %
2	Submission and acceptance of report on flows of environmental and disaster risk reduction related data generation and identified issues from national to local level data generation in Western and Uva provinces	30 %
3	Submission and acceptance of agency-wise action plans developed in consultation with the data-generating agencies to address environmental and disaster risk reduction related data generation, data management and data sharing issues in Western and Uva provinces.	20%
4	Conducting of segmented campaigns to promote an evidence-based decision making culture among policy makers and elected members, school children, private sector, planning officers, and the media in Western and Uva provinces	20%
5	Submission of all digital and print copies of promotional materials used in segmented campaigns	10%

K. Criteria for Selecting the Best Offer

Evaluation methodology of technical proposals is as follows: The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. Please provide your technical proposal to include the following criteria along with supporting documents/proof to enable technical assessment on the strengths/weaknesses of your organization.

Overall technical evaluation criteria:

Summary of Technical Proposal	Total Points
Section1: Expertise of organization	150
Section 2: Proposed study methodology, work plan and approach(es)	275
Section 3: Resource team/panel capacity	275
Total	700

Detail of Evaluation Criteria and Marking Schema:

Section 1: Competence/expertise of the organisation:

No	Criteria	Points
1.1	Previous experience in undertaking participatory assessments in related sectors	50
1.2	Quality of relevant sample materials related to development submitted, such as final reports, documentaries etc.	65
1.3	Previous clients and partner's feedback	35

Section 2: Proposed methodology, work plan and approach (es)

No	Criteria	Points
2.1	Implementation methodology and approach	200
2.2	Realistic work plan	40
2.3	Defined tasks for the scope and correspondence to the TOR	35

Section 3: Resource team/panel capacity

No	Criteria	Points
3.1	Previous experience of resource panel relevant to the evaluations	130

3.2	Sufficient human resources, with thematic expertise and cross-sectoral composition, to undertake scope of work and deliverables	95
3.3	Relevant qualifications	50

L. Annexes to the TOR

Existing literature or documents that will help provide Service Providers with a better comprehension of the project situation and the work required should be immediately provided as annex/es to the TOR, especially if such literature or documents are not confidential.