



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: June 14, 2017
	REFERENCE: RFP- ESDR/BIOFIN/01/2017

Dear Sir / Madam:

We kindly request you to submit your **Proposal for Developing Biodiversity Expenditure Review and Finance Needs Assessment of BIOFIN Programme Sri Lanka**.

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

Proposals may be submitted on or before Friday, June 23, 2017 2 pm Sri Lanka time and, courier to the address below: Deadline extended till Tuesday, June 27, 2017 2pm Sri Lanka Time

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
6/14/2017

Description of Requirements

Context of the Requirement	<i>Proposal for Developing Biodiversity Expenditure Review and Finance Needs Assessment of BIOFIN Programme Sri Lanka</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 Developing Biodiversity Expenditure Review and Finance Needs Assessment of BIOFIN Programme Sri Lanka
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>Programe officer BIOFIN/UNDP</i>
Frequency of Reporting	<i>Monthly</i>
Progress Reporting Requirements	Monthly
Location of work	<input checked="" type="checkbox"/> Colombo Sri Lanka with expected travel to provinces and districts
Expected duration of work	4 months
Target start date	10-July-2017
Latest completion date	10-Nov-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	<input checked="" type="checkbox"/> Local Currency LKR

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.

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	<u>Technical Proposal (70%)</u> Please refer to the “Detail of Evaluation Criteria and Marking Schema” – Annex 4 Terms of Reference <u>Financial Proposal (30%)</u> 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. Ramitha Wijethunge</i> <i>Programme Officer</i> ramitha.wijethunga@undp.org Telephone: 0773444179</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 19th June 2017 at 2pm at UN Conference Room at the below address. Bidder participation is highly recommended. Financial Proposal should be submitted in a separate seal envelope.</p> <p>202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka</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.

TERMS OF REFERENCE

Annex 4

Developing Biodiversity Expenditure Review and Finance Needs Assessment of BIOFIN Programme Sri Lanka



*Empowered lives.
Resilient nations.*

1. BACKGROUND

National governments have demonstrated clear commitment to fulfil their mandates for biodiversity conservation and sustainable use in ways compatible with national development goals, and to identify a diverse range of financing solutions for biodiversity management. UNDP believes a transformation is needed in the way biodiversity finance is planned and managed to unlock the resources required to meet the Aichi Targets defined in the CBD's Strategic Plan 2011-2020 in a manner that promotes sustainable development and the eradication of poverty.

The global Biodiversity Finance Initiative (BIOFIN) is managed by UNDP, in partnership with the European Commission and the Governments of Germany, Switzerland, Norway and Flanders. The \$29 million initiative was launched in October 2012, set to run until the end of 2018, with further support being sought to extend it. An additional \$3.1 million in finance is provided through several GEF-financed UNDP-managed projects working in participating countries to support governments to revise National Biodiversity Strategies and Action Plans and to implement specific financing solutions.

Guided by a global steering committee representing its partners, BIOFIN aims to develop a methodology for quantifying the biodiversity finance gap at national level, for improving cost-effectiveness through mainstreaming of biodiversity into national development and sectoral planning, and for developing comprehensive national finance plans. BIOFIN will thus provide a framework for undertaking "bottom-up" analyses and resource mobilization strategies, embedded in a transformative process led by national stakeholders, aimed at allowing countries to implement their NBSAPs and achieve national biodiversity targets. BIOFIN will feed into the development of NBSAPs, while the NBSAP projects in turn will provide a platform for integration into decision-making processes.

Working with the global BIOFIN team, 30 countries are currently involved in developing and piloting the new methodology, to be refined through regional and global learning, and made available more widely: Belize, Brazil, Bhutan, Botswana, Chile, Colombia, Costa Rica, Cuba, Ecuador, Fiji, Georgia, Guatemala, India, Indonesia, Kazakhstan, Kyrgyzstan, Malaysia, Mexico, Mongolia, Mozambique, Peru, Philippines, Seychelles, South Africa, Sri Lanka, Rwanda, Thailand, Rwanda, Uganda, Vietnam and Zambia. BIOFIN is managed by UNDP's Ecosystems and Biodiversity Programme.

In these countries, national teams work with the global BIOFIN team on the following components, corresponding to steps 3-7 of the BIOFIN Workbook (2016 version):

2. CONTEXT

- During the **Inception Phase** the national BIOFIN team is recruited and the Steering Committee established. Once operational, the national BIOFIN team carries out a first review of the national context, outlining available information, identifying cooperation modalities with related initiatives and organising the inception workshop, a first introduction to a wider group of stakeholders and a first moment of active engagement, with the underlying purpose to start building a national vision on biodiversity finance. The inception report is developed to capture initial national level baseline information on biodiversity finance, describe recommendations from stakeholders made through the inception workshop, highlight adjustments made in national implementation arrangements and provide preliminary analysis for entry points to advance biodiversity finance in the country.
- **Component 1: Integrating biodiversity and ecosystem services in sectoral and development policy, planning and budgeting:** This first range of work enables participating countries to analyse current policies, institutions and expenditures affecting biodiversity and ecosystem services both positively and negatively, in order to evaluate their impact and effectiveness, and to understand key opportunities for mainstreaming, for example, through the removal of perverse incentives. It helps countries to establish a firm baseline of current biodiversity expenditure levels and projections, while reviewing the underlying institutional and policy framework that directs expenditures from public, private, national and international source. Decades of development experience have taught us that it is important to mainstream biodiversity into national development plans, as well as into the policy, planning and financing frameworks of other key sectors. This component takes this process a step further by providing a workbook tool enabling an analysis of the specific threats posed by sectors to biodiversity; as well as the quantified benefits that ecosystems provide to these sectors and society in general as a basis for making the case for and initiating a transition from a business-as-usual scenario to a sustainable ecosystem management scenario in these sectors (which will in turn have a bearing on the costs of addressing biodiversity loss). It also lays the groundwork for an evaluation of the cost-effectiveness of current expenditure and recommendations to improve this. It consists of 2 separate but interrelated activities:
 - I. **Biodiversity Finance Policy and Institutional Review (PIR)** – The first step includes identifying the existing national vision and key trends for biodiversity and sustainable development, mapping sectoral interactions with biodiversity, ecosystems and ecosystem services. The Review then helps to create a preliminary inventory of existing financing mechanisms used for biodiversity and looks into how existing subsidies affect biodiversity, followed by an analysis of the main drivers of biodiversity loss, identifying relevant

stakeholders and their specific mandates related to NBSAP, as well as institutional arrangements. Policy recommendations, particularly on harmful subsidies and other incentives that contribute to continued biodiversity loss, can be incorporated in the NBSAP. Stakeholder engagement is ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and recommendations.

- II. **A Biodiversity Expenditure Review (BER)** – The expenditure review is based on the institutions identified under the PIR. For each relevant finance actor, both national and international, public and private, budget and expenditure data are collected for the past 5-7 years, identifying biodiversity relevant budgets. For each main expenditure the percentage that can be attributed to biodiversity needs to be identified. The expenditures and their outcomes need to be briefly described and where possible tagged with the national budget code, indicating whether these are a one-time or recurring expenditures. Based on these figures, projections are developed for future expenditures, while harmful subsidies and biodiversity generated revenue are assessed more in detail. At the end the amounts are aggregated to produce multiple national biodiversity expenditure figures. The final report should provide very specific recommendations on (i) possible re-alignment of expenditures; (ii) identification of available sources of financing; and (iii) improvement of processes towards estimation of biodiversity expenditures. Stakeholder engagement is ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and recommendations.
- **Component 2: Assessing the financing needs for the management and conservation of biodiversity and ecosystem services:** Component 2 involves an estimation of the financial needs for biodiversity management across all sectors of government, NGOs and the private sector. It primarily consists of a bottom-up financing needs assessment, developing projections of the costs required to reach a country's national biodiversity goals and successfully implement all activities of the National Biodiversity Strategy's Action Plan. BIOFIN Global will develop and pilot a workbook tool that enables countries to find answers to several fundamental questions in this regard, including: (a) what are the cost coefficients for the delivery of basic biodiversity management functions against which cost-effectiveness can be assessed? What opportunities and barriers exist to improved cost-effectiveness? (b) How much would it cost to remove the above barriers? What other options are available? What are the costs of inaction? (c) What financing is hence required at a national level to meet national targets set in terms of the global biodiversity targets adopted under the new CBD Strategic Plan for the period 2011-2020? To address these questions in a comprehensive and rigorous manner, costed action plans will be developed for addressing the gaps and barriers, building on the pilot countries' development of their new NBSAPs, and providing useful data for use in the context of the CBD's Resource Mobilization Strategy. This starts out by reviewing which actions in the NBSAP and other major policies require to be costed. For each of these costable actions specific cost elements and units are calculated. The cumulative figure represents the national finance needs for biodiversity, and is compared with existing

expenditure levels to measure the national biodiversity finance gap. Stakeholder engagement is ensured through a consultation workshop in the early stages and a validation workshop at the end to discuss the complete findings and final recommendations.

- **Component 3: Developing a Biodiversity Finance Plan including a vision for the future sustainable management of biodiversity, reviewing past expenditures and financing needs, and identifying and prioritising a wide range of financing solutions** - Under this component, a national roadmap/plan is developed for future financing of biodiversity, addressing all possible dimensions of finance, including additional resource mobilisation, improving effectiveness of expenditures, avoiding future expenditures and re-aligning expenditures towards biodiversity goals. The national experts will work closely with the global team to review a wide range of possible finance solutions, and establish an agreed upon approach to prioritise based on a variety of characteristics of each solution, including the financing potential, the legal context and socio-economic/gender impacts, while mapping barriers that currently prevent further financing. For a selected number of the most promising financing mechanisms a more detailed feasibility study will be carried out. A large national workshop involving a wide variety of stakeholders should be organised as a key element of the consultation process followed by a smaller workshop planned at the end to validate the strategy and its recommendations.

Component 4: Initiate implementation of the Biodiversity Finance Plan at national level – Under this final component, support is provided to implement one or more priority areas likely to show significant and relatively rapid results. Based on the process to develop the finance plan, the national BIOFIN team will prepare one or more proposals and submit these for review by the global team. The selected activities can include a wide range of finance-related areas, including the provision of technical or advocacy support for developing laws and regulations, revising taxes and fees, the identification of legal thresholds, removal or reduction of biodiversity harmful incentives, certification processes, public-private-partnerships, voluntary agreements, awareness raising campaigns, behavior change through education and training measures etc. For component 4, additional experts are to be recruited depending on the proposed activities.

3. OBJECTIVE OF THE ASSIGNMENT

Institution will be responsible to complete the **Biodiversity Expenditure Review (BER)** and the **Biodiversity Finance Needs Assessment (FNA)** following the guidance provided by the current version of the BIOFIN Workbook in close collaboration with the Lead Finance Expert and with detailed data and analytical support provided by the Finance Specialist. Institution will also provide input to all other national BIOFIN outputs, including the Policy and Institutional Review, Biodiversity Finance Needs Assessment and to develop detailed feasibility studies for priority

finance mechanisms in the Biodiversity Finance Plan. The Institution will also contribute to the Summary for Policy Makers and provide input to the feedback on the BIOFIN methodological framework.

The BER explores national and subnational level budgeting and biodiversity expenditures of different organizations, agencies, ministries, NGOs and private sector actors. The Institution will produce drafts and analyses that will be reviewed and ultimately validated by the Lead Expert, the Project Coordinator, and the BIOFIN Global Team.

4. SCOPE OF THE ASSIGNMENT

Biodiversity conservation and management is the responsibility of many government, non-government and private sector organizations. To enable policy makers to identify the biodiversity related financing needs a holistic assessment covering all the key agencies is required. Determination of the number of agencies should be done through a collaborative approach with the key stakeholders and the BIOFIN programme. It is expected that the number of key organizations involving with the biodiversity might be around 80 in Sri Lanka.

5. TASKS TO BE PERFORMED

Specific tasks include:

Policy and Institutional Review

- Carry out an inventory of existing Biodiversity Financing Mechanisms in the country
- Carry out a review of existing economic valuation studies relevant to the BIOFIN process.

Biodiversity Expenditure Review

- Carry out a desk review to map existing studies/information/databases on biodiversity expenditures, including an overview of earlier environmental expenditure reviews.
- Develop a proposed national definition for “biodiversity expenditures”, based on the BIOFIN methodology.
- Develop a workplan for the Biodiversity Expenditure Review for discussion with the national BIOFIN team and BIOFIN Global Senior Technical Advisor.
- Determine a target list of organizations to include in the analysis based on the PIR work.
- Establish a system to tag biodiversity expenses into categories (Aichi, BIOFIN, NBSAP themes, etc.) and a system of coefficients / attribution to estimate contribution of mixed actions towards biodiversity.
- Conduct the expenditure review on budgets and expenditures dating back to 2006 (if possible) to the most recent complete year. Follow BIOFIN Workbook for guidance (includes sources of funding, subsidies, and biodiversity based revenues)
- Analyse the total biodiversity-related expenditures filtered by major strategy groups using BIOFIN taxonomy (or national categories such as NBSAP).

- Coordinate the compilation of relevant data and liaise with relevant Ministries and partners as required and complete all BIOFIN data entry sheets for the BER.
- Organise bilateral consultation meetings/interviews/discussions with national level stakeholders to define then validate the attribution of biodiversity significance in all relevant expenditures.
- Applying budget projections and other assumptions, estimate future funding baseline under a “Business-As-Usual Scenario”: an analysis of projected estimated funding in the future.
- Based on international best practises and the BIOFIN Workbook, develop and implement a specific strategy for data collection of the private sector and organise dedicated consultation meetings with private sector stakeholders (e.g. chamber of commerce, multinationals) on tracking biodiversity expenditures.
- Based on results from the national consultation workshop, develop the draft BIOFIN Biodiversity Expenditure Review for review by the national BIOFIN team and global BIOFIN Sr Technical Advisor.
- Develop the final Biodiversity Expenditure Review for review by the national BIOFIN team and global BIOFIN Senior Advisor and present at the validation workshop.

Biodiversity Finance Needs Assessment (FNA)

- Review the BIOFIN Workbook methodology, examples from other BIOFIN countries, the latest NBSAP and the 5th National Biodiversity Report to develop an initial workplan and outline for the FNA.
- Consult with the NBSAP team and government entities responsible for NBSAP implementation to obtain background information about NBSAP activities and government budgeting processes.
- Work with the Lead Expert to review the scope of the NBSAP, its alignment with other national policies, and identify policy areas and activities that are not covered by the existing NBSAP.
- Review the activities listed in the NBSAP and other key strategic documents to assess if they are detailed and quantified enough for their budgets to be estimated in detail. If not, work with the NBSAP team and other relevant stakeholders to define clearly the NBSAP actions so that they can be budgeted.
- Coordinate the compilation of relevant data and liaise with relevant Ministries and partners as required and organise a national consultation workshop to define the finance needs of all major biodiversity programmes.
- Develop detailed calculations and complete all datasheets related to the national biodiversity finance needs.
- Organize a workshop to validate the cost assumptions and models and refine the analysis through additional meetings as needed.
- Compare the results of the BER future projections with the FNA in as great as detail as the categories allow and produce an estimate of the financing gap.
- Develop a draft report for the Biodiversity Finance Needs Assessment for discussion at the validation workshop and review by the national and global BIOFIN teams.

- Produce the final report of the Biodiversity Finance Needs Assessment.

Biodiversity Finance Plan

- Support the Lead Expert in the conception and preparation of the BFP.
- Conduct detailed feasibility analyses on a range of financing mechanisms depending on knowledge and experience.

Project Outreach and Communication

- Preparation of workshops, meetings, networking and presentations as required, to complete the Biodiversity Expenditure Review and engage stakeholders. The expenses related to logistics of the workshops will be reimbursed to the institution based on the actual expenses incurred. The number of workshops to be organized, the number of participants, venue etc will be determined by the BIOFIN team in consultation with the institution.
- Train at least 30 national level stakeholders on the basics concepts of expenditure reviews and work to develop the capacity of direct government counterparts.
- Provide substantive comments and feedback on how to improve the BIOFIN methodology.

Knowledge Management and Reporting

- Document decisions and assumptions made while completing the Biodiversity Expenditure Review and the Biodiversity Finance Needs Assessment.
- Document lessons learned from conducting the BIOFIN project ranging from institutional considerations to technical issues.
- Prepare reports and case studies, as required, for submission to global meetings (e.g. CBD COP).

6. DELIVERABLES AND TIMELINE

The Consultancy firm will deliver the following outputs.

- A work plan, outlining key tasks to be covered, work flow, output delivery timeline, consultation plans,
- **Component 1:**
 - Policy and Institutional Review (I) Review existing finance mechanisms (II) review existing relevant economic valuation studies (III) integrate the results into the draft PIR.
 - Biodiversity Expenditure Review (I) Outline and Desk Study, (II) Establishment of definitions, categories, and attribution approach (coefficients), (III) Data acquisition and analysis, (IV) Draft Report, (V) Initial and Final Workshops and workshop reports, (VI) Revised Draft for submission (VII) Final validated report.

- **Component 2:** Biodiversity Finance Needs Analysis (I) Outline and Desk Study (II) Initial modelling and assumptions, (III) Draft Report, (IV) Initial and Final Workshops and workshop reports, (V) Revised Draft for submission (VI) Final validated report.
- **Component 3:** Biodiversity Finance Plan (I) at least five (5) feasibility studies of selected Financing mechanisms.
- Provisional and final feedback on the BIOFIN Workbook and methodology (1-2 page note).
- Contribution to overall process of BIOFIN.

7. The Consultancy Team Profile

The study team will need excellent knowledge of biodiversity conservation and management work and networking in Sri Lanka. They should have regional links to the districts as well.

COMPETENCIES OF THE TEAM

Technical work

- Working experience with government entities, civil society and indigenous and non-indigenous forest-user communities.
- Experts with proven experience in environmental finance, natural resource management, forestry, social forestry, livelihoods, gender, good governance, or social justice are an advantage.
- Strong facilitation and coordination skills.
- Strong analytical, writing and communication skills, including the ability to articulate ideas in a clear and concise manner (e.g. a record of publication).
- Good understanding of biodiversity conservation, forestry, , natural resource management at national and local levels.
- Proficiency in both spoken and written English, and Sinhala/Tamil.
- Familiarity with BIOFIN programme is an advantage.

Partnerships

- Ability to seek and apply knowledge, information and best practices from multiple sectors.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Excellent written communication skills, with analytic capacity and ability to synthesize relevant collected data and findings for the preparation of case studies and progress reports.
- Excellent leadership, coordination and team working skills.

Results

- Builds strong relationships with clients, focuses on impact and result for the client and responds positively to feedback.
- Good team players who have ability to maintain good relationships with diverse stakeholders.
- Have proven experience in organizing regional and national events

QUALIFICATIONS

The consultancy firm should have the following minimum experts:

- A Team Leader who possess masters level degree in economics or financial management e with ten years of work experience;
- Finance expert who possess Masters' degrees in economics/ environmental sciences and ten years of work experience; and
- Additional staff dedicated to coordination and management of the assignment and related tasks as required to fulfil the requirements of this consultancy.

Description of tasks

Team Leader	Finance Expert	Other members
Lead the entire assignment, including communicating all required information with the other members of the team	Organize & conduct the Financial needs assessment consultation process.	Assists the Study Team Leader in the collation and desk reviews.
Finalize reports based on the feedback and complete the reports	Prepare and Submit draft reports on the Biodiversity Expenditure Review and Financial Needs Assessment	Based on the approved inception report, assists in the coordination of data-gathering activities, including consultation with apex bodies like Chamber of Commerce etc
Leads the coordination and conduct of data gathering activities: desk review, consultative sessions	Facilitating in conducting the national briefing sessions	Assist in organizing the workshops at the national & provincial level

Data analysis, final report consolidation and submission	Coordinate with the Lead Consultant and Environmental Finance Specialist of the BIOFIN programme	Data analysis and drafting of report
Submit all the final reports(five) stated under the deliverables to the Sri Lanka BIOFIN programme	Ensure the accuracy of data analysis and incorporate the analysis into relevant reports appropriately	Co-present the final report and document comments

Selection of Service-Provider

Selection will be based on an open and **competitive bidding** process. Following documents must be submitted by the Interested applicants with the capacity to execute the scope of work described above.

1. A detailed and realistic proposal including company profile indicating relevant experiences similar assignments undertaken, list of previous clients, approach and work plan along with rationale as to why it would be the best way to carry out the scope of work.
2. Detailed CVs of all team members which highlighting relevant experiences, qualifications. Also consultancy firm should demonstrate thematic expertise and cross-sectoral composition, to undertake scope of work and deliverables

The information provided in the scope of work is not prescriptive and SL- BIOFIN Programme/UNDP remains open to interested bidders elaborating and presenting what they consider to be the most appropriate approach and work plan to achieving the desired end results. However, the decision as to the final approach to be followed in the assignment will rest with SL-BIOFIN programme and UNDP

8. MANAGEMENT ARRANGMENT OF THE ASSIGNMENT

- a. The assignment is managed by the Sri Lanka BIOFIN programme
- b. The assignment will be managed by the **Project Coordinator of the Sri Lanka BIOFIN Programme and UNDP** Programme officer is responsible for overall management of the process. Following are the specific tasks under his responsibility;
 - Lead the development of the TOR of the assignment
 - Manage the selection and recruitment of the team
 - Manage the contractual arrangements, the budget and the Personnel involved in the assignment
 - Provide the assignment with administrative support and required data
- c. Responsibilities of UNDP:
 - Engage in overall management and provide a quality assurance role for the consultancy.
 - Provide available information to the Institution, and make initial linkages between the Institution and beneficiaries, other stakeholders and actors at the district/divisional level, if required.
 - Review the quality of deliverables produced by the Institution, and provide feedback.
 - Verify and release payments upon achievement of the milestones specified in the contract.
- d. Responsibilities of Service Provider:
 - The Service Provider will be expected to make their own arrangements for accommodation and transportation, which includes return travel from Colombo to selected field locations.
 - The Service Provider should provide required equipment, training materials and other documentations.
 - The Service Provider should actively engage with the relevant stakeholders to generate adequate information for the assignment

9. TIME FRAME FOR THE STUDY PROCESS

The assignment should commence in 10 July 2017 and should end by 10 November 2017

TECHNICAL EVALUATION CRITERIA

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 the organization	150
Section 2: Proposed study approach and work plan	350
Section 3: Consultancy Team capacity	200
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 similar work	50
1.2	Previous experience in effectively consult different organizations on similar assignment / biodiversity management in Sri Lanka	65
1.3	Previous clients and partners-please provide contact details	35

Section 2: Proposed study approach & work plan)

No	Criteria	Points
2.1	Approach to conduct the assignment	100
2.2	Realistic work plan	200
2.3	Defined tasks for the scope and correspondence to the TOR	50

Section 3: Consultancy team capacity

No	Criteria	Points
3.1	Previous experience of team members relevant to the assignment	100

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

Annex B

Company Name:

a. Contents of the Financial Proposal

The financial proposal should satisfy the following:

The calculation of fees should indicate the Total Cost for an “all-inclusive” cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR:

Description of major cost items.	Unit Type	No. of Unit	Unit Rate (LKR)	Amount (LKR)	Remarks
A. Team Leader	Days				
B. Finance Expert					
C. Other team members					
D.					
E.					
F. Other (please specify)					
Grant Total – “All Inclusive” (Sri Lanka Rupees)					

- b. Any and all incidental Out of Pocket Expenses (OPE) must be included in the overall “all-inclusive” fees submitted to UNDP.

- c. All prices quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in clause 18 of the General Conditions of Contract (Annexure III)
- d. No amount other than the proposed total “all inclusive price” fees shall be paid by UNDP except for the workshop logistic related costs which will be paid / reimbursed based on the actual costs incurred.
- e. The costs of preparing a proposal and of negotiating a contract are not reimbursable by UNDP

PAYMENT SCHEDULE

Milestones	Payments (Local Currency)	When
Biodiversity Expenditure Review: Completion and clearance of draft report, targeted consultation meetings, BER datasheets and consultation workshop	15%	Within one month of contract signing
Completion of private sector engagement strategy, relevant datasheets and report section on private sector biodiversity expenditures	10%	Within two months of contract signing.
Biodiversity Expenditure Review: completion and clearance of final report and validation workshop	10%	Within three months of contract signing.
Biodiversity Finance Needs Assessment: completion of desk review, initial workplan and outline	15%	Within three months of contract signing.
Biodiversity Finance Needs Assessment: completion of draft report with recommendations and validation workshop	20%	Within four months of contract signing.
Biodiversity Finance Plan: Completion of feasibility studies for priority financing mechanisms	15%	Within four months of contract signing.
Biodiversity Finance Mechanisms Feasibility studies	15%	Within four months of contract signing.