



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: June 21, 2018
	REFERENCE: RFP-PBF/01/2018

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Independent Lessons Learned Exercise on Peacebuilding Efforts in Sri Lanka by Assessing Two Projects** .

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

Proposals may be submitted on or before **2pm Friday, July 06, 2018** and via courier mail or Hand Delivery to the address below:

United Nations Development Programme
202-204, Bauddhaloka Mawatha, Colombo 7
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 from the bid closing date**

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 Associate
6/21/2018

Description of Requirements

Context of the Requirement	UN is looking to commission an independent third-party lesson learned exercise of the Projects' performance, that would provide evidence of the project's relevance, efficiency, effectiveness, impact and sustainability in achieving its objectives.
Implementing Partner of UNDP	1. Secretariat for Coordinating the Reconciliation Mechanisms (SCRM) 2. Office of National Unity and Reconciliation, and Ministry of Local Government and Provincial Councils and the Northern Provincial administration and Eastern Provincial administration
Brief Description of the Required Services ¹	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from prospective service provider to undertake Independent Lessons Learned Exercise on Peacebuilding Efforts in Sri Lanka by Assessing Two Projects.
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	Technical Specialist – Transitional Justice – UNDP and Programme Coordination Specialist – Peacebuilding – UN RCO
Frequency of Reporting	<i>Bi-weekly</i>
Progress Reporting Requirements	Brief update on the progress of the lessons learned exercise
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	02 months
Target start date	20-July-2018
Latest completion date	30-September-2018
Travels Expected	As per the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Comprehensive Travel Insurance

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.

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required																			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required																			
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency LKR																			
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes Please indicate the VAT component separately in the financial proposal																			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																			
Payment Terms ³	<table border="1"> <thead> <tr> <th>#</th> <th>Key deliverables</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report including the workplan</td> <td>20 %</td> </tr> <tr> <td>2</td> <td>Draft Lessons learnt Report shared for comment</td> <td rowspan="2">50 %</td> </tr> <tr> <td>3</td> <td>Presentation (ppt) of the results</td> </tr> <tr> <td>4</td> <td>Final lessons learnt Report</td> <td>30 %</td> </tr> <tr> <td></td> <td>Total cost of the assignment</td> <td>100 %</td> </tr> </tbody> </table>	#	Key deliverables	Payment	1	Inception Report including the workplan	20 %	2	Draft Lessons learnt Report shared for comment	50 %	3	Presentation (ppt) of the results	4	Final lessons learnt Report	30 %		Total cost of the assignment	100 %		
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	1. Programme Analyst, Governance for Empowerment and Social Inclusion 2. Technical Specialist, Peace Building and Reconciliation 3. Programme Coordination Specialist, RCO																			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order																			

	<input checked="" type="checkbox"/> Contract for Goods and 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	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 28.57% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 42.86% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 28.57% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP 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 (Annex 4)
Contact Person for Inquiries (Written inquiries only) ⁶	<p><i>Upul Ranaweera</i> <i>Monitoring and Evaluation Associate</i> <i>upul.ranaweera@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

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.

<p>Other Information <i>[pls. specify]</i></p>	<p>A pre-bid meeting is schedule on 29th June 2018 at 10am at UNFPA conference room 202-204 Bauddhaloka Mawatha , Colombo 7. Bidder participation is highly recommended.</p> <p>Technical proposal and Financial Proposals should be submitted in separate seal envelopes. RFP ref reference number should be clearly mark on the envelope)</p> <p>Address: 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

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

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – 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	Unit Type	Total Period of Engagement/	Unit (LKR)	Rate	Amount (LKR)	Remarks
A. Team Leader						
B. Technical Specialist						
C. Research Assist.						
D. Data Collectors						
E.						
F. Others (please specify)						
All-inclusive Cost LKR						

*[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

INDEPENDENT LESSONS LEARNED EXERCISE ON PEACEBUILDING EFFORTS IN SRI LANKA BY ASSESSING TWO PROJECTS;

Project 1: “Support to Sri Lanka to promote national unity and reconciliation efforts through targeted technical assistance to ONUR and the Northern Provincial administration and Eastern Provincial administration”

Project 2 :Support to the Sri Lanka PBF Secretariat and Government Secretariat for Coordination of Reconciliation Mechanisms.

Reports to:	Technical Specialist – Transitional Justice – UNDP Programme Coordination Specialist – Peacebuilding – UN RCO
Duty Station:	Colombo, Sri Lanka. Suggested travel to the project sites necessary to implement the lessons learned to be specified in the proposal
Type of Contract:	Contract for Goods and Services
Language required:	English
Duration of Assignment:	02 Months
Contract Start Date:	July / September 2018
Application Deadline:	6 July 2018

1. BACKGROUND AND INTRODUCTION:

In June 2015, Sri Lanka began accessing the Immediate Response Facility (IRF) of the Peacebuilding Fund through a joint project developed and submitted by UNHCR and UNICEF to support the resettlement of IDPs to land released by the new Government from former High Security Zones. Later, in line with an IRF concept note which is agreed between the Government and the UN in April 2015, work began on three more IRF projects. Out of these three projects, one to be led by OHCHR in support of the accountability and transitional justice process, and a second one led by UNDP and the RCO in “**support to the Sri Lanka PBF Secretariat and the Government Secretariat for Coordination of Reconciliation Mechanisms**” (herein referred to as the Project 1), to support the joint preparation of the Peacebuilding Priority Plan. The third project titled “**Support to Sri Lanka to promote national unity and reconciliation efforts through targeted technical assistance to ONUR and the Northern Provincial administration and Eastern Provincial administration**” (herein referred to as the Project 2) was implemented by UNDP and included specialized technical assistance to the Office of National Unity and Reconciliation (ONUR), and each of the Northern and Eastern provincial administrations. In this assignment, the UNDP requires to conduct a complete independent lesson learnt for some parts of Project 1 and the entire Project 2.

Following a series of events that took place in the country’s political transition, the Projects were set up to support the State to progress its peacebuilding and reforms agenda in the country - a pledge that formed the basis of both the President’s election manifesto as well as the campaigning that preceded the election of the National Unity Government. This pledge also transpired into the co-sponsoring of UNHRC

Resolution 30/1, “Promoting reconciliation, accountability and human rights in Sri Lanka.” Thus, through these projects, the UN aimed at supporting the State, across multiple institutions that were set up or strengthened to promote peacebuilding and reconciliation in Sri Lanka.

2. SCOPE AND OBJECTIVES

THE PROJECTS:

The scope and objectives of the afore mentioned projects have been described in the “Project Documents” as follows;

Project 1:

Although the Project 1 is comprised with 2 Outcomes, the scope to conduct the independent lessons learnt exercise in this project is limited only to Outcome 1.

Outcome 1 – United Nations Peacebuilding Support in Sri Lanka is strategically positioned to support national priorities, arrived at through a fully consultative and inclusive process, and is effectively delivered in a coordinated and harmonized manner

The relevant Outputs to be considered are as follows:

Output 1 – Peacebuilding Priority Plan developed and mechanism established to support coordinated project development and implementation

Output 2 – Effective implementation of the UN’s Peacebuilding initiatives, with attention to coordination, evidenced based interventions and high-impact results

Output 3 – Secretariat for Coordinating the Reconciliation Mechanisms established within the Prime Minister’s Office to ensure coordinated and coherent Government strategy to progress reconciliation and develop and implement transitional justice mechanisms

Project 2:

Project 2 has only one Outcome which should be considered completely.

Outcome 1 - “Sri Lanka society with a well-coordinated and coherent system to advance national unity and reconciliation among its people.”

The related Outputs are as follows:

Output 1: Key mechanisms and processes (elements of a roadmap) for national unity and reconciliation commenced under the guidance of ONUR

Output 2: Northern Provincial administration and Eastern Provincial administration enabled to produce strategic plans and strengthen revenue generation to support development activities that address the priorities of conflict affected people.

THE ASSIGNMENT:

Against the background, the UN is looking to commission an independent third-party lesson learned exercise of the Projects' performance, that would provide evidence of the project's relevance, efficiency, effectiveness, impact and sustainability in achieving its objectives.

1. *Relevance:* The exercise will assess the degree to which the project takes into account the local context and development problems. The exercise will also review the extent to which the project design was logical and coherent, and it will assess the link between activities and expected results, and between results and objectives to be achieved.
2. *Effectiveness:* The exercise will assess the extent to which the Project's objectives have been achieved, compared to the overall project purpose. In evaluating effectiveness, it is useful to consider: 1) if the planning activities were consistent with the overall objectives and project purpose; 2) the analysis of principal factors influencing the achievement or non-achievement of the objectives.
3. *Efficiency:* Using a range of cost analysis approaches, from the elaborate cost-effectiveness and cost-benefit analysis, to cost-efficiency analysis, to a quick cost comparison, the exercise will assess how well did the project produce the products and services it committed itself to deliver; how do costs affect the sustainability of the results;
4. *Impact:* The exercise will assess any credible evidence and the main impact effectively achieved by the Project in the context of reference.
5. *Sustainability:* The exercise will assess the project capacity to produce and to reproduce benefits over time. In evaluating the project sustainability, it is useful to consider to what extent intervention benefits will continue even after the project is concluded and the principal factors influencing the achievement or non-achievement of the project sustainability.

Additionally, and outside of the core projects results frameworks, the exercise will also aim at assessing the design logic of the projects.

Particular emphasis should be set to include recommendations that would help inform both the design of future interventions as well as guide ongoing programming under the framework of the PPP. Specifically, in regard to interventions funded by the Peacebuilding Fund (PBF), which have been designed to take forward some of the initiatives and logic behind the project under review. (Please refer the scope of work, enclosed)

3. RESPONSIBILITIES – EXPECTED OUTPUTS & Deliverables

EXPECTED OUTPUTS:

1. An inception report is produced outlining the workplan, methodology and agreed on.

The consulting company / firm should develop a very comprehensive inception report which should include the workplan, methodology, key questions planned to be asked to the stakeholders and the justification for the proposed approach. The report should not be more than a 10 pager with font size 11.

2. A complete final lesson learnt report is produced and presented to the UN joint team.

A draft report should be developed and presented to the UNDP / UNRCO for initial comments and feedbacks. Thereafter, a validation session on the findings and recommendations, using an interactive

presentation should be conducted to the UN Joint team. The final report should have incorporated all the feedbacks and comments and submitted.

DESCRIPTION OF ASSIGNMENT / DELIVERABLES:

Tasks	End Product/ deliverables	Approximate Time frame
Inception Report: Work plan and methodology/approach for the lessons learned exercise with sufficient justification to be included with methods of data collection, key questions and timelines.	Inception report	3 August 2018
Draft Lessons Learned Report shared for comments / feedback.	Draft report	31 August 2018
Validation session with UN Joint team: A presentation of main findings and recommendations, using interactive methodology.	Presentation	14 September 2018
Final lessons learnt report – incorporated feedbacks from validation	Final Report	28 September 2018

4. METHODOLOGY

The research team would be expected to gather information for this exercise from the relevant partners, organizations and counterparts, using innovative methodologies to ensure accurate information. However, the researchers should come forth with their own methodology for gauging progress in this area. Further, the UN would make available all prior progress reports, baseline reports, and the project document and results framework prior to consultations.

REPORTING REQUIREMENTS/STRUCTURE:

The final report should be submitted to the UN joint team.

The final lessons learned report shall be a detailed report of no more than 30 pages (excluding annexes), written in English and should include:

- An Executive Summary (no more than 3 pages)
- Introduction and background
- Objective, scope and methodology
- Lessons learned in terms of relevancy, efficiency, effectiveness, sustainability
- Conclusions and rating of project implementation success
- Recommendations
- Annexes

5. INSTITUTIONAL ARRANGEMENTS

The Consultants company / firm is responsible to carry out this exercise as proposed while having worked in close coordination with the joint team of UN. The UN joint team will also assist the research firm to facilitate contacting all implementing partners, and the collection of necessary information where possible.

For administrative purposes UNDP, will manage the process while the appraisal of the final lessons learnt report and the receipt of the same lies with a joint UN team.

6. COMPOSITION OF CONSULTANCY TEAM AND REQUIRED COMPETENCIES

The consultancy firm/company should be a legal entity with a valid registration such as Business Registration Certificate or registration with the NGO Secretariat and should have the ability to deploy multiple teams, including experts to ensure timely delivery of the Outputs.

Technical Work:

The consultancy team deployed for this assignment should comprise of national experts with high level of technical, sectoral and policy expertise in peacebuilding efforts of Sri Lanka; rigorous research, evaluation and drafting skills; and the capacity to conduct an independent and quality analysis. The following requirements of the company / firm are preferable.

1. Strong networks on the ground with government and civil society partners.
2. Minimum 5 years working experience in transitional justice or peacebuilding initiatives either in Sri Lanka or overseas
3. Minimum 5 years' experience in conducting project/programme evaluations and lessons learnt exercises using a combination of qualitative and quantitative research methods
4. Proven ability to produce high quality reports in English language.

Profile of the team of experts:

The team's composition should mainly consist of a Team Leader, a Technical Specialist, and a Research Assistant who should bring extensive experience in research and policy analysis

The minimum educational and experience required:

Team Member/s	Academic Qualification	Experience
Team Leader	Master's degree in Conflict and Peace Studies, Social Sciences, Statistics or any other a relevant field	at least 10-years work experience with specific experience in leading teams in similar types of exercises in complex settings.
Technical Specialist	Bachelor degree in Conflict and Peace Studies, Social Sciences, Statistics or any other relevant field	Minimum of 5 years of experience in researching and evaluation.
Research Assistant	Bachelor degree in a relevant field	Minimum 2 years' experience in researching and evaluation.

In addition, Data collectors/interviewers should have fluency in Sinhala and Tamil and good local/geographical knowledge of project sites and knowledge of peacebuilding and reconciliation related issues/ sensitivities.

Required corporate competencies of consultancy team:

- Knowledge of the UN's norms and standards; and human rights based approach.
- Demonstrates integrity by modeling the UN's values and ethical standards.
- Displays cultural, gender, religious, race, nationality and age sensitivity and adaptability.
- Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment.

7. SELECTION METHOD:

Selection will be based on an open and competitive bidding process. Interested applicants with the capacity to execute the scope of work described above should submit a detailed and realistic proposal including methodology and work plan along with rationale as to why it would be the best way to carry out the scope of work. The information provided in the scope of work is not prescriptive and the UN remains open to interested bidders elaborating and presenting what they consider to be the most appropriate methodological approach and work plan to achieving the desired end results. However, the decision as to the final methodology to be followed in the report will rest with the UN.

Selection method is 70/30 i.e. Technical proposal 70% and Financial proposal 30%. Technical proposals scoring 490 and above only will qualify for the financial evaluation. Selection is based on highest cumulative value.

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 ensure your technical proposal includes the following criteria, along with supporting documents/proof, to enable technical assessment on the strengths/weaknesses of your consultancy firm/organization and proposal.

Detail of Evaluation Criteria and Marking Scheme:**Section 1:** Competence/expertise of the consultancy firm: 200 points

No.	Criteria	Points
1.1	Previous experience in undertaking similar studies, analysis and work on peace building, national unity and reconciliation etc.	100
1.2	Quality of <u>relevant</u> sample materials provided (NOTE: This is a mandatory requirement. Those proposals which do not contain sample material will score 0 (zero) under this criterion.	50
1.3	Previous clients and partners.	25
1.4	Sufficient support staff and resources to organize and carry out scope of work.	25

Section 2: Proposed methodology/approach and work plan: 300 points

No.	Criteria	Points
2.1	Methodology/approach	200
2.2	Tasks defined for the scope of work and aligned to TOR	50
2.3	Realistic work plan	50

Section 3: Capacity of consultancy team: 200 points

No.	Criteria	Points
3.1	<u>Relevant</u> qualifications and work experience of consultants	100
3.3	Composition of consultancy team, which demonstrates the ability to undertake the scope of work and deliverables, including subject expertise as well as inter-disciplinary/cross-sectoral composition.	100

8. 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 breakdowns, as per the TOR:

The cost should be all inclusive covering all outputs indicated in TOR.

INDEPENDENT LESSONS LEARNED EXERCISE ON PEACEBUILDING EFFORTS IN SRI LANKA

Description	Unit Type	Total Period of Engagement/ No. of Unit	Unit Rate (LKR)	Amount (LKR)	Remarks
Team Leader					
Technical Specialist					
Research Assist.					
Data Collectors					
Others (please specify)					
All-inclusive Cost LKR					

- a) Any and all incidental out of pocket expenses (OPE) must be included in the overall “all-inclusive” fees submitted to the UNDP;
- b) The fees proposed must be a total “fixed price” quotation indicating the overall total amount in Sri Lanka Rupees;
- c) No amount other than the proposed total “all-inclusive prices” fees shall be paid by UNDP for the provision of the Consultancy;
- d) The costs of preparing a proposal and of negotiating a contract are not reimbursable by UNDP.

9. CONDITIONS:

- The end product and all outputs pertaining to this assignment remains the exclusive property of UN joint team.
- The contract will include all costs to be incurred and UN will not be liable to pay any charges extraneous to the contract value

10. PAYMENT SCHEDULE

The payment shall be done based on the deliverable as per the below scheme:

#	Key deliverables	Payment
1	Inception Report including the workplan	20 %
2	Draft Lessons learnt Report shared for comment	50 %
3	Presentation (ppt) of the results	
4	Final lessons learnt Report	30 %
	Total cost of the assignment	100 %