



## REQUEST FOR PROPOSAL (RFP)

To: All Interested Bidders	DATE: September 19, 2018
	REFERENCE: RFP/UNDP-GMC/53139/023/2018 - Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC certification

Dear Sir / Madam:

We kindly request you to submit your Proposal for Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC certification.

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

Proposals may be submitted on or before **Wednesday, October 03, 2018 at 23.59 hour (GMT+7)** and via email, courier mail or fax to the address below:

**United Nations Development Programme**  
**Menara Thamrin Building, 7th floor, Jl. M. H. Thamrin Kav. 3, Jakarta 10250**  
**Yusef Saiful M. / Abriliany Lintang K**

Email address in submitting proposal: [bids.id@undp.org](mailto:bids.id@undp.org)

Your Proposal must be expressed in the English, and valid for a minimum period of 90 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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**John Benjamin**  
**Head of Procurement Unit**  
9/19/2018

### Description of Requirements

Context of the Requirement	Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC		
Implementing Partner of UNDP	Deputy Minister of Maritime and Natural Resources Management, Ministry of National Development Planning/Bappenas		
Brief Description of the Required Services <sup>1</sup>	Accelerate the ongoing Fisheries Improvement Project (FIP) in Blue Swimming Crab fisheries to be ready for entering the MSC certification process by addressing gaps in the indicators against MSC standard, and thus able to generate lesson learnt and model in improving fisheries sustainability.		
List and Description of Expected Outputs to be Delivered	<b>Scope of work</b>	<b>Deliverables/Outputs</b>	<b>Due Date</b>
	1	a. Initial FIP Strategy and Action Plan b. Initial report on FIP Operational Guidelines c. Baseline report on fisheries profile d. Baseline report on Sustainability Score Card Assessment	November 2018
	2	a. Final FIP Strategy and Action Plan b. 1 <sup>st</sup> Report on FIP Operational Guidelines c. Report on Gender Profiles and Mainstreaming Strategy	February 2019
	3	a. 1 <sup>st</sup> report of FIP implementation b. 1 <sup>st</sup> report on Sustainability Score Card Assessment/Tracking tool	August 2019
	4	a. Final report of FIP implementation b. Final report on Sustainability Score Card Assessment/ Tracking tool c. Final report on Fisheries Profiles d. Final revised on FIP Operational Guidelines	April 2020

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

Person to Supervise the Work/Performance of the Service Provider	1. Director of Marine Affairs and Fisheries, Ministry of National Development Planning/Bappenas; 2. Programme Manager for Natural Resource Management, UNDP; 3. National Project Manager of GMC
Frequency of Reporting	<i>three- monthly progress report and/or per completion of each phase</i>
Progress Reporting Requirements	YES
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	180 working days
Target start date	November 2018
Latest completion date	October 2020
Travels Expected	YES
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others (NA)
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"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency <i>for local companies will be mandatory</i>
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days

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

	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 <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>																	
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td> a. Initial FIP Strategy and Action Plan  b. Initial report on FIP Operational Guidelines  c. Baseline report on fisheries profile  d. Baseline report on Sustainability Score Card Assessment </td><td>35%</td><td>November 2018</td><td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td> a. Final FIP Strategy and Action Plan  b. 1<sup>st</sup> Report on FIP Operational Guidelines  c. Report on Gender Profiles and Mainstreaming Strategy </td><td>30%</td><td>February 2019</td></tr> <tr> <td> a. 1<sup>st</sup> report of FIP implementation  b. 1<sup>st</sup> report on Sustainability Score Card Assessment/Tracking tool </td><td>20%</td><td>August 2019</td></tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	a. Initial FIP Strategy and Action Plan b. Initial report on FIP Operational Guidelines c. Baseline report on fisheries profile d. Baseline report on Sustainability Score Card Assessment	35%	November 2018	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	a. Final FIP Strategy and Action Plan b. 1 <sup>st</sup> Report on FIP Operational Guidelines c. Report on Gender Profiles and Mainstreaming Strategy	30%	February 2019	a. 1 <sup>st</sup> report of FIP implementation b. 1 <sup>st</sup> report on Sustainability Score Card Assessment/Tracking tool	20%	August 2019
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<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<ul style="list-style-type: none"> <li>a. Final report of FIP implementation</li> <li>b. Final report on Sustainability Score Card Assessment/ Tracking tool</li> <li>c. Final report on Fisheries Profiles</li> <li>d. Final revised on FIP Operational Guidelines</li> </ul>	15%	April 2020	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	1. Director of Marine Affairs and Fisheries, Ministry of National Development Planning/Bappenas; 2. Programme Manager for Natural Resource Management, UNDP; 3. National Project Manager of GMC			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <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 criterion 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	<b>Technical Proposal (100%)</b> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 50% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20% <b>NOTE: only bidder(s) who received minimum of 70 points where the financial proposal will be opened</b> <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Service Providers</u>]</i>
Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup> <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others <sup>7</sup> <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p>Yusef Saiful M./ Abriliany Lintang K.  Procurement Unit  Yusef.millah@undp.org/abriliany.kirana@undp.org</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>

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Other Information [pls. specify]</p>	<p>- <b><u>Proposal submitted via Courier/hand delivery :</u></b>  <b>Official Address for hand delivery/Courier:</b>  United Nations Development Programme (UNDP)  Menara Thamrin Building, 7<sup>th</sup> Floor, Kav. 3, Jl. M.H. Thamrin,  Jakarta 10250, Indonesia  Tel: +62 21 2980 2300  Attn: Proc Unit –Yusef Milah</p> <p>The Financial Proposal and the Technical Proposal Envelopes <b>MUST BE COMPLETELY SEPARATE</b> and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope <b>MUST</b> clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP, the Title Bidding <b>“RFP/UNDP-GMC/53139/023/2018 - Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC certification”</b> and shall include the Proposer’s name and address, as well as a warning that state “not to be opened before the time and date for proposal opening”. The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p> <p>- <b><u>Proposal submitted via Email:</u></b>  Official email Address: <a href="mailto:bids.id@undp.org">bids.id@undp.org</a>  Format: PDF files only, <b><u>password protected for the financial proposal only</u></b> (Password must not be provided to UNDP until requested by UNDP which will be requested through email)  Signature: YES  Max. File Size per transmissions: 8 MB  Max. No. of transmission: N/A  Free from any virus or corrupted files  Mandatory subject of email: <b>RFP/UNDP-GMC/53139/023/2018 - Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC certification</b></p> <p><b><u>Bidders conference</u></b>  Date: 26 September 2018  Time : Starting 0930 hour  Venue: Aceh Meeting Room, UNDP Office Menara Thamrin, 7<sup>th</sup> floor, Jl. M. H. Thamrin Kav. 3, Jakarta 10250</p>
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## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[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.*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> 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\***

Scope of Work	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	<ul style="list-style-type: none"> <li>a. Initial FIP Strategy and Action Plan</li> <li>b. Initial report on FIP Operational Guidelines</li> <li>c. Baseline report on fisheries profile</li> <li>d. Baseline report on Sustainability Score Card Assessment</li> </ul>	35%	
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	<b>Total</b>	<b>100%</b>	

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
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Team Leader		180 days	1	
b. Fisheries Improvement Project Specialist		180 days	1	
c. Data and Knowledge Management Specialist		180 days	1	
d. .... (if any)				
e. .... (if any)		-		
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs (as specified in the proposed approach and methodology)			3	
2. Daily Allowance (as specified in the proposed approach and methodology)			3	
3. Communications			3	
4. Reproduction			1	
5. Resource Person			3	
6. Others		-		
<b>III. Other Related Costs (Please specify in detail)</b>				

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

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

### **1.0 LEGAL STATUS:**

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

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

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

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

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

### **4.0 ASSIGNMENT:**

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

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

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

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

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

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This

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

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

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

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

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

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

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

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

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

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

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

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

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

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

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

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

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

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
- 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
- 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

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

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

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

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

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

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

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

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

## 15.0 TERMINATION

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

## 16.0 SETTLEMENT OF DISPUTES

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



**17.0 PRIVILEGES AND IMMUNITIES:**

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

**18.0 TAX EXEMPTION**

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

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

**19.0 CHILD LABOUR**

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

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

**20.0 MINES:**

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

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

**21.0 OBSERVANCE OF THE LAW:**

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

**22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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

**Term of Reference (TOR)**  
**Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC**  
**certification**  
**GMC Project Activity 3**

**A. General Information**

Title	:	Accelerating Progress of Fisheries Improvement Project in Blue Swimming Crab Fisheries Towards MSC certification
Report to	:	1. Director of Marine Affairs and Fisheries, Ministry of National Development Planning/Bappenas 2. Programme Manager for Natural Resource Management, UNDP 3. National Project Manager of GMC
Location	:	Jl Taman Suropati No 2 Jakarta 10310
Expected place of travel	:	As listed in annex 2
Duration of contract	:	The expected duration of the contract is 1.5 (one and a half) years calculated based on the contract starting date
Provision of support services	:	
Location	:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Equipment (laptop etc.)	:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Secretarial Services	:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

**Terminology of this TOR**

The terms listed here under are used throughout this request for proposal (RFP) to mean the following:

Fisheries Improvement Project (FIP)	:	It is a collaboration between relevant stakeholders to influence policies and management practices and to improve the sustainability of fishing operations. A FIP is designed to improve fisheries towards sustainability and mostly to pass a certain certification scheme. A FIP operates via an alliance of seafood buyers, suppliers, and producers who work together to improve a specific fishery by pressing for better policies and management
Certification	:	Procedure by which a third party gives written or equivalent assurance that a product, process or service conforms to specified requirements. Certification may be, as appropriate, based on a range of inspection activities which may include continuous inspection in the production chain.
Stakeholder	:	A person, group or organization that has interest or related to fisheries sector, which can affect or be affected by the related actions, activities, or policies. This include 1) Ministry of National Development Planning 2) Ministry of Marine Affairs and Fisheries, 3) Industries/companies, processors,

		exporters, buyers, retailers, 4) Local governments at the provincial, district, and city level, 5) Related line ministries associated with fisheries management
performance score card	:	The purpose of the scorecard is to assist governments, donors and NGOs to investigate and record significant aspects of a fisheries condition to show both its current health and status and to indicate if the system is holistically moving over the long-term towards an improved status.

## B. Background Information

UNDP partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. On the ground in 177 countries and territories, UNDP offers global perspective and local insight to help empower lives and build resilient nations."

### Rationale

- Global human consumption of seafood has increased steadily in the past decades. World per capita apparent seafood consumption was on average 9.9 kg per year in the 1960s, it increased to an average of 17.1 kg in the period 2008-2010, further increased to an average of 19.2 kg in the period 2011-2013, and it is projected to reach 20.9 kg in 2023.
- The growing demand for seafood, coupled with insufficient conservation and management measures, have puts pressure on the entire value chain, motivate overcapacity, illegal fishing, use of destructive fishing gear and practices, and seafood fraud.
- The harvest of marine seafood has reached a plateau of about 80 million tonnes since the mid-1980s because most stocks are overfished or at the limit of production, but the demand continues to increase
- Market forces have been a major driver of overfishing and fisheries collapse when natural resources management is deficient. However, the same market forces can promote sustainable fisheries if there are demand on seafood from sustainable sources and therefore pull improvement along the value chain.
- However, despite interest from market, the amount of seafood from sustainable certified sources is still a small fraction of the total supply (appx. <10% of the total world production).
- There is a major need for reliable information about the status of seafood stocks and the availability of supply from certified sources or credible fisheries improvement project

### The solution and Barrier

Transformation of the market in which sustainable seafood is adequately valued by consumers, there are public policies and instruments to support sustainable fisheries and coordinated contribution from the stakeholders of the value chain, public and private.

### The project

The Global Sustainable Supply Chains for Marine Commodities (GMC) project (2018-2021) is led by Ministry of National Development Planning/ BAPPENAS with support from GEF/UNDP and will contribute to help transforming seafood market by mainstreaming sustainability in the supply chain of fisheries commodities from Indonesia. This project will concentrate on:

1. Exploring the use of public-private platforms to facilitate dialogue and collaboration among stakeholders to address sustainability issues and to motivate policy changes to promote sustainable fisheries
2. Generating lesson learnt and model in improving fisheries sustainability through Fisheries Improvement Projects (FIPs) in tuna and blue swimming crab fishery
3. Facilitating availability of data and information for credible sourcing of sustainable seafood and development planning of fisheries sector

### **Context of this TOR**

The context of this TOR is UNDP seeking to engage organization/company to accelerate the ongoing Fisheries Improvement Project (FIP) in Blue Swimming Crab fisheries to be ready for entering the MSC certification process by addressing gaps in the indicators against MSC standard, and thus able to generate lesson learnt and model in improving fisheries sustainability.

### **C. Objectives of Assignment**

The overall objective of this assignment is to support the Government of Indonesia to improve fisheries.

### **D. Expected Outputs**

The key output under this assignment are, which includes but not limited to:

1. FIP Strategy and Action Plan for Blue Swimming Crab
2. Operational Guidelines for Implementing FIP Blue Swimming Crab
3. Gender profile of Blue Swimming Crab fisheries
4. Progress Report of FIP Blue Swimming Crab
5. Performance score card assessment of FIP Blue Swimming Crab
6. Data and information as well as lesson learnt of FIP Blue Swimming Crab

### **E. Expected Approach and Ethical Guidelines**

The consultant will be expected to observe full ethical guidelines and approach during the field work (specifically) and throughout the process (generally) which will be designed and agreed during the methodology design stage. It is important, however, to highlight the following fundamentals to UNDP's intervention practice which the Organization/Company is expected to keep in mind:

- Ensure that both the formal and informal environmental and socio-economic mechanisms are examined;
- Be aware of conflict and gender sensitivities and adopt the principles and practices of participatory dialogue for all consultations.
- Respect local cultures and values and ensures behaviours of research team do not violate norms and values;
- Ensure adequate safety to those conducting and attending the consultations and other activities of the process;
- Ensure objectivity and independence by conducting the consultation in an impartial manner;
- Work with relevant government to identify participants for the consultations; and
- Pay attention to vulnerable group throughout the process.

### **F. Risks and Assumptions**

One of the other risks that may happen is slow process of coordination with government agencies and the relevant partners which require additional acceleration support. It is expected that the consultant should

consider the successful factor of project implementation, i.e. relevant government agencies sharing data in timely manner.

Reorganization in the relevant government agencies may occur in the project period which may also affect the commitment of the related agencies. The organizations/company shall identify the risks prior to the project implementation and develop strategies of countermeasures.

#### **G. Scope of Work**

The GMC project requires a coordinated effort to design and implement FIP to allow platform stakeholders to gain practical experience in fisheries improvement and to increase the supply of sustainable seafood products. In addition, experience and learnings of FIP will be documented and disseminated worldwide.

The scope of work is as follow:

#### **Scope of work 1: Development of Blue Swimming Crab FIP Strategy and Action Plan**

- 1.1 Develop Strategy and Action Plan based on desk studies on the characteristics and development challenges of the fisheries;
- 1.2 Present the Strategy and Action Plan in meeting(s) arranged by the Project Coordination Unit (PCU) with the related government and stakeholders to discuss, assess the bottleneck and challenges in improving and readying the blue swimming crab FIP to enter certification process, and recommend necessary shared actions;
- 1.3 Based on this TOR, desk studies and meeting results, submit detailed blue swimming crab FIP Strategy and Action Plan;

#### **Scope of work 2: Development of Operational Guidelines for Blue Swimming Crab FIP implementation**

- 2.1 Based on the Government of Indonesia's policy, identify and define a blue swimming crab FIP Operation Guidelines, which include business process of Blue Swimming Crab FIP, financial plan, impact scenarios, legal and regulation framework.
- 2.2 Present the Operational Guidelines in the FGD/ workshop arranged by the PCU to gathered input and feedbacks from relevant stakeholders
- 2.3 Based on this TOR, desk studies and FGD/ workshop results, submit detailed blue swimming crab FIP Operational Guidelines;

#### **Scope of work 3: Gender profile of Blue Swimming Crab fisheries**

- 3.1 Develop a gender profile of status, needs, trends, constraints and opportunities in the gender aspect of the targeted fisheries;
- 3.2 Provide strategic actions for improving gender equality including the enabling conditions for Blue Swimming Crab FIP forward.
- 3.3 Present the gender profile to relevant stakeholders in the workshop arranged by the PCU.

#### **Scope of work 4: Implementation of Blue Swimming Crab FIP**

- 4.1 Implementation of FIP Blue Swimming Crab according to the agreed Strategy and Action Plan

#### **Scope of work 5: Performance Score Card assessment**

- 5.1 Develop a comprehensive report on fisheries sustainability score card/ benchmarking tracking tool. The report based on monitoring and evaluation of the FIP implementation, shall be in-depth analyzed, including conclusions and recommendations. All data and assumptions should be clearly described and included in the report.
- 5.2 Present progress reports of Blue Swimming Crab FIP implementation in the Fisheries Platform Meeting arranged by the PCU

**Scope of work 6: Data and information on profile of Blue Swimming Crab FIP**

- 6.1 Develop a profile of the Blue Swimming Crab fisheries to be inserted in the fisheryprogress.com and conduct at least quarterly update to the portal.
- 6.2 Develop brief report on lesson learnt from implementing Blue Swimming Crab FIP and recommendation for policy intervention on for further replication or scale up of the FIP

**Scope of work 7: Final Report**

- 7.1 Present the Blue Swimming Crab FIP draft report to stakeholder meeting arranged by the PCU;
- 7.2 Finalize report based on all inputs and comments gathered and submit the report in English and Indonesian. The consultant shall submit a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available);

## **H. DELIVERABLES**

All forms of reports shall be developed in English with an excellent translation in the national language (Bahasa Indonesia). All reports must be presented first to the PCU for feedback and comments. These comments must be incorporated to the reports before the product's final approval by the project steering committee. The final reports must have an executive summary and Power Point presentation. The team of consultant shall submit the final report both in English and Bahasa Indonesia version in a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available).

## **I. PROJECT COORDINATION UNIT RESPONSIBILITY**

The Project Coordination Unit (PCU) under project GMC will take care of the following tasks:

Organize 5 (five) one-day workshops/Focus Group Discussions related to the scope of works above, including preparation of events such as confirmation of participants and secure the venue. The cost of meeting package will be borne by GMC Activity 2, 3 and 4. The consultant is expected to provide 3 (three) resource person and should also allocate their own cost of accommodation and travels. The location of workshop will be held in Jakarta while the Fisheries Improvement Programme should be done on site which is in Madura.

## **J. PAYMENT SCHEDULE**

Scope of work	Deliverables/Outputs	Output Progress	Due Date	Payment Schedule	Payment Amount
1	a. Initial FIP Strategy and Action Plan b. Initial report on FIP Operational Guidelines c. Baseline report on fisheries	35%	November 2018	December 2018	35%





	profile d. Baseline report on Sustainability Score Card Assessment				
2	a. Final FIP Strategy and Action Plan b. 1 <sup>st</sup> Report on FIP Operational Guidelines c. Report on Gender Profiles and Mainstreaming Strategy	30%	February 2019	March 2019	30%
3	a. 1 <sup>st</sup> report of FIP implementation b. 1 <sup>st</sup> report on Sustainability Score Card Assessment/Tracking tool	20%	August 2019	September 2019	20%
4	a. Final report of FIP implementation b. Final report on Sustainability Score Card Assessment/Tracking tool c. Final report on Fisheries Profiles d. Final revised on FIP Operational Guidelines	15%	April 2020	May 2020	15%
	Total	100%			100%

#### K. EXPERIENCE

The UNDP is seeking an Organization/company, which can demonstrate:

1. Experience in fisheries improvement project.
2. At least 2 years' experiences in Fisheries Management or Supply Chain.
3. Experience in engaging government and private sector, and designing/implementing multi-stakeholder engagement process leading to broad-based consensus and support
4. Experience working with Indonesia's biodiversity and conservation sector, policies and regulations is preferred;

#### L. QUALIFICATIONS OF KEY PERSONNEL

The selected Organization/Company is expected to put together an independent and multi-disciplinary team composed of national expertise which collectively brings experience and commitment in the following fields:

- Environment, biodiversity, conservation, financing, and sustainable development
- Effective stakeholder engagement
- Ability to write technical reports

## 1. Personal Education/Qualification

Minimum requirements include:

### a) One (1) Fisheries Expert also as Team Leader

#### Academic Qualifications

At least a master's degree in Fisheries, Marine Sciences, Environment, Conservation, Biology or Natural Resources Management or related fields.

#### Years of Experience

- Minimum of 5 years of working experience in Fisheries, Environmental sector, Conservation or Natural Resource Management.
- Understanding government policy and working experiences with Government of Indonesia related to fisheries or natural resources management
- Experience in managing fisheries or natural resources management program
- Has experience with multi stakeholders in national and local level related to fisheries or natural resources management
- Has knowledge on national development priority targets and UN conventions
- Experience in managing international and/or national funded projects.
- Experience working in international level and or the international organization would be an asset.

### b) One (1) Fisheries Improvement Specialist

#### Academic Qualifications

At least a bachelor's degree in Forestry or Conservation, Biology or Biodiversity Management or related fields.

#### Years of Experience

- Minimum of 3 years of working experience in Fisheries, Environment, Food Safety, Conservation, or Natural Resources Management or related fields.
- Understanding government policy and working experiences with Government of Indonesia related to conservation, fisheries or natural resources management would be an advantage.
- Experience in managing fisheries programs and natural resources management. Has experience with multi stakeholders in national and local level related to fisheries or natural resources management

### c) One (1) Data and Knowledge Management Specialist

At least bachelor's degree in Environmental Economics, Fisheries, Environment, Conservation, or Natural Resources Management Finance Management, or related fields.

Years of Experience:

- Minimum of 3 years of working experience in data management, financing management, environmental management, knowledge management and public decision-making process.
- Knowledge on biodiversity issues, management and government business would be an advantage.
- Experience in working in international level and/or the international organization would be an asset.

**M. Language Requirement**

While all individuals on the team may not have both English and Indonesian skills, collectively and at all times, there should be at least:

- Proficiency in English language, spoken and written. The consultants must have the ability to write reports, make presentations etc. in the English language.

**N. Composition of Key Staff**

A guideline proposed staffing structure for the consulting team is given in the following Table. **Bidders should specify the amount of the time of key staff will spend in to work on the project during project period.** The combined team's CV should clearly demonstrate experience in the above-mentioned disciplines. Bidders are encouraged to review and propose their own staffing schedule to match the project need. Bid submissions must include CVs for proposed staff in the format given in the Attachment II "Technical Proposal Format", Section 3: Personnel

Suggested staffing structure and inputs

Description	Quantity	Unit	Number of Unit (Man. Days) in total	Remarks
Fisheries Expert also as Team Leader	1	Person	180	National expert
Fisheries Improvement Specialist	1	Persons	180	National specialist
Data and Knowledge Management Specialist	1	Persons	180	National specialist
<b>Total</b>	<b>3</b>		<b>540</b>	

Note: Bidder may propose additional personal based on bidder's discretion

**O. Other Selection Criteria**

Given the urgency and on-going nature of the work, the Organization/Company must be available to start in December 2018.

The list of criteria which shall serve as basis for evaluating proposals and awarding the contract, and the respective weight of each criteria, is provided in DS No. 32 of the RFP Data Sheet. The award will be done according to the Combined Scoring method – where the qualifications and methodology will be weighted 70%, and combined with the price offer which will be weighted at 30%.

The formula for the computation of total final rating will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, 30\%})$$

**Total Combined and Final Rating of the Proposal**