



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: October 15, 2018
	REFERENCE: RFP/BIOFIN/2018/31

Dear Sir / Madam:

We kindly request you to submit your **Proposal for Implementing a Promotional Campaign on the Innovative Financial Solutions Proposed through the BIOFIN programme in Sri Lanka.**

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

Proposals may be submitted on or before Friday, October 26, 2018 2 pm Sri Lanka time and, courier to the address below:

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

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Nilmini Jayatilake
Procurement Associate
10/15/2018

Description of Requirements

Context of the Requirement	The global Biodiversity Finance Initiative (BIOFIN) is managed by UNDP, in partnership with the European Commission and the Governments of Germany, Switzerland, Norway and Flanders. Guided by a global steering committee representing its partners, BIOFIN aims to develop a methodology for quantifying the biodiversity finance gap at national level, for improving cost-effectiveness through mainstreaming of biodiversity into national development and sectoral planning, and for developing comprehensive national finance plans. As a country adopts BIOFIN process, Sri Lanka has assessed the policies and institutions relevant for the biodiversity management, the resources currently being invested on biodiversity management by different government and non-government (including private) organizations, resources required for attaining national targets on biodiversity management as well as innovative financial solutions that can be used to address the finance requirements without depending on the further government allocations.
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers in Sri Lanka to provide a Proposal for Implementing a Promotional Campaign on the Innovative Financial Solutions Proposed through the BIOFIN programme in Sri Lanka
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	<i>Project Coordinator BIOFIN/UNDP</i>
Frequency of Reporting	<i>Monthly</i>
Progress Reporting Requirements	Monthly
Location of work	<input checked="" type="checkbox"/> Colombo Sri Lanka with expected travel to provinces and districts

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.

Expected duration of work	4 months		
Target start date	5 November 2018		
Latest completion date	5 March 2019		
Travels Expected	As per the TOR		
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required		
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency LKR		
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable taxes		
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	Kindly refer the Annex 4 TOR for the payment milestones <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Condition for Payment Release</td> </tr> <tr> <td>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> </table>	Condition for Payment Release	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.
Condition for Payment Release			
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² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³.

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Coordinator BIOFIN Project
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> Please refer to the “Detail of Evaluation Criteria and Marking Schema” – Annex 4 Terms of Reference</p> <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal’s offer to the lowest price among the proposals received by UNDP.</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)

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

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)⁶</p>	<p><i>Mr. Ramitha Wijethunge</i> <i>Project Coordinator</i> <i>ramitha.wijethunga@undp.org</i> <i>Telephone: 0773444179</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>
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⁶ *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

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

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 6/13/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

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

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

E. Cost Breakdown of Resource Personnel

Description of major cost items.	Unit Type	No. of Unit	Unit Rate (LKR)	Amount (LKR)	Remarks
A. Team Leader	Days				
B. Knowledge products development expert I					
C. Knowledge products development expert II					
D. Other team members (pl provide the breakdown)					
E. Cost of publishing in the newspapers					
F. Cost related to interviewing the experts					

G.Other (please specify)					
H. Tax if applicable					
Grant Total – “All Inclusive” (Sri Lanka Rupees)					

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

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

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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



*Empowered lives.
Resilient nations.*

TERMS OF REFERENCE

Implementing a Promotional Campaign on the Innovative Financial Solutions Proposed through the BIOFIN programme in Sri Lanka

1. BACKGROUND

Sri Lanka has demonstrated a clear commitment to fulfil its mandates for biodiversity conservation and sustainable use, in ways compatible with national development goals, and to identify a diverse range of financing solutions for biodiversity management. But still a gap of resources required to meet the Aichi Targets defined in the CBD's Strategic Plan 2011-2020 in a manner that promotes sustainable development and the eradication of poverty and the available exists. Therefore, UNDP believes a transformation is needed in the way biodiversity finance is planned and managed to unlock the potential benefits of sustainable biodiversity management.

The global Biodiversity Finance Initiative (BIOFIN) is managed by UNDP, in partnership with the European Commission and the Governments of Germany, Switzerland, Norway and Flanders. Guided by a global steering committee representing its partners, BIOFIN aims to develop a methodology for quantifying the biodiversity finance gap at national level, for improving cost-effectiveness through mainstreaming of biodiversity into national development and sectoral planning, and for developing comprehensive national finance plans. As a country adopts BIOFIN process, Sri Lanka has assessed the policies and institutions relevant for the biodiversity management, the resources currently being invested on biodiversity management by different government and non-government (including private) organizations, resources required for attaining national targets on biodiversity management as well as innovative financial solutions that can be used to address the finance requirements without depending on the further government allocations.

2. CONTEXT

The assessments were conducted and validated through the involvement of relevant stakeholders for biodiversity management. But as biodiversity management involves many sectors and stakeholders, some of the key stakeholders might not have adequately informed of how they could contribute to the process. Therefore, it is important for the successful implementation of the financial solutions (three solutions have been already prioritized for piloting through the support of BIOFIN project and it is expected that relevant authorities will

implement the piloting solutions and other solutions identified through the Biodiversity Finance Plan) to have a wider ownership and understanding on the purpose and mechanisms related to the identified solutions.

3. OBJECTIVE OF THE ASSIGNMENT

This assignment is to develop information and communication materials targeting key decision makers of relevant government and private sector organizations. The content should be developed through the materials produced by the BIOFIN project, other relevant policy and programme documents as well as through discussions and interviews with identified resource personnel. Thereafter the materials should be publicized in mass media (newspapers, radio and television channels) with good outreach.

4. SCOPE OF THE ASSIGNMENT

The assignment should be carried out under the guidance of the Lead Consultant of the BIOFIN project. The BIOFIN project is being implemented directly by UNDP under the guidance of Ministry of Mahaweli Development and Environment, Ministry of Finance and Media and Ministry of National Policies and Economic Affairs. Therefore, the consultants are expected to respect the views of these Ministries in publishing news items or developing information and communication products. UNDP should have the intellectual property rights of all the materials developed under this assignment.

5. TASKS TO BE PERFORMED

This assignment has the following outputs.

1. Develop a leaflet, a poster and three interview-based reports (after interviewing minimum of three experts) showing different perspectives related to the financial solutions for 16 selected financial solutions. Please refer to the following table for the selected financial solutions and a brief description on them.

Prioritized Finance Solutions

No.	Finance solution type	Objective
1	Sustainable Standards and Certification: Introduction of Sustainable Tourism Certification scheme	To encourage service providers within the tourism sector to adopt sustainable tourism norms and standards which would have a positive impact on biodiversity
2	Eco-labels: Introduction of an Eco Label for products with certified sustainable standards	To encourage production and consumption of goods and services according to the norms and standards that would promote conservation and sustainable use of biodiversity

3	Green Lending: “Green Financing” under the Sustainable Banking Network (SBN)	To encourage commercial banks to prioritize bank lending to business activities with in-built mechanisms aimed at adopting sustainable environment and biodiversity norms and standards (Pilot project)
4	Corporate Social Responsibility and its increased share in biodiversity conservation	To encourage the corporate sector to ensure a minimum share of the CSR allocation for conservation of biodiversity
5	Lotteries: a lottery for biodiversity conservation	To mobilize financial resources to fund national projects and programmes for conservation of terrestrial and marine biodiversity
6A	PES: Payment for watershed management at mini-hydro power plant	To improve watershed management through a PES scheme for enhancing and sustaining hydro-power generation by a private power producer
6B	PES: Payment for watershed management for hydropower generation at Moragahakanda	To improve watershed management through a PES scheme for enhancing and sustaining hydro-power generation by the state-owned power generation sector
6C	Payment for negative externalities of coal power generation	To establish a mechanism to arrest negative externalities of coal power generation under the “polluter pays” principle.
7	Green bonds: Issuing international sovereign green bonds	To raise funds from international capital markets by issuing sovereign bonds with a restricted purpose of investing in biodiversity
8	Eco-tourism: Promoting ecotourism practices in the small-scale accommodation sector	To promote “nature-based” tourism services with emphasis on conservation and sustainable use of biodiversity and ecosystems.
9A	Conservation license plates: Green license plates for motor vehicles	To mobilize funds for investing in biodiversity and to promote social recognition of caring environment with a voluntary payment for “green” number plates
9B	Conservation license plates: Green bank cards	To mobilize funds for investing in biodiversity and to promote social recognition of caring environment with voluntary payment for “green” credit and debit cards
10	Carbon markets: Introduction of a voluntary CO2 carbon trading mechanism in Sri Lanka	To promote carbon-neutral production and, thereby to generate funds through carbon trading
11	Lobbying for public budget allocations for increased spending on biodiversity	To increase government’s annual budgetary allocation for spending on biodiversity with increased number of projects for biodiversity spending
12	Revenue from environmental penalties to enhance current revenue or to minimize future costs	To make use of environmental penalties either to increase spending on biodiversity or to reduce negative impacts on biodiversity

13	Diaspora Financing and investment: mobilization of foreign private remittances	To raise international finance from private remittance flows for investing in biodiversity
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2. Publish the summarized reports of interview-based reports in at least three national newspapers
3. Organize minimum of four news items or programmes in electronic media for 10 key financial solutions

Project Outreach and Communication

- Organization of logistics for relevant meetings and layout of the products as required

6. DELIVERABLES AND TIMELINE

The Consultancy firm will deliver the following outputs.

- An inception Report containing a detailed work plan, outlining key tasks to be covered, work flow, output delivery timeline, consultation plans, and data analyzing process within two weeks of signing the contract.
- A progress report describing the progress achieved, challenges faced, actions taken to address the challenges and lessons learned in the process after six weeks of signing the contract (after at least completing 50% of the work related to materials development). The products developed should be properly designed and ready for publication in mass media as well as websites. The finalized products should be handed over in an external hard disk.
- Final progress report after completing all the tasks after 16 weeks of signing the contract. The products developed should be properly designed and ready for publication in mass media as well as websites. The finalized products should be handed over in an external hard disk.

7. The Consultancy Team / company Profile

The consultancy company should have a proven track record of past experiences of managing similar assignments. This should include evidence for successful completion of similar assignments.

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

COMPETENCIES OF THE TEAM

Technical work

- Working experience with government entities, academia, civil society and private sector.
- Substantial and proven experience in developing media products and information and communication materials.
- Knowledge on Convention on Biological Diversity and other biodiversity related treaties and conventions signed by Sri Lanka
- Experts with proven experience in environmental finance, natural resource management, marine and terrestrial eco systems, wetlands, forestry, livelihoods, gender, good governance, or social justice are an advantage.
- Strong facilitation and coordination skills.
- Strong analytical, writing and communication skills, including the ability to articulate ideas in a clear and concise manner
- Good understanding of biodiversity conservation and management at national and local levels.
- Proficiency in both spoken and written English, and Sinhala/Tamil. The team should comprise of at least one expert who could communicate fluently in Sinhala and Tamil languages which will be essential to consult the local communities.

Partnerships

- Ability to seek and apply knowledge, information and best practices from multiple sectors.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Excellent leadership, coordination and team working skills.

Results

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

QUALIFICATIONS

The consultancy firm should have the following minimum experts:

- A Team Leader who possess masters level degree in Science, Environment Management, Environment economics, Finance or any other related subject areas with minimum ten years of work experience;
- Two experts on developing knowledge materials related to environment subjects and with minimum of five years of work experience in knowledge materials development in both Sinhala and Tamil mediums;

In addition to the above experts, adequate number of staff should be assigned to organize events, collect and process data if applicable.

Description of tasks

Position	Key responsibilities	Other responsibilities
Team Leader	<ul style="list-style-type: none"> • Lead the entire assignment • Coordinate resource persons required for knowledge products development in consultation with UNDP • Develop course modules and train the journalists 	<ul style="list-style-type: none"> • Communicating all required information with the other members of the team • Timely submission of the Deliverables of the assignment
Knowledge products development expert I	<ul style="list-style-type: none"> • Draft and finalize the knowledge products in Sinhala language • Coordinate with print and electronic media to publicize the developed materials • Act as a resource person in journalists' capacity building 	<ul style="list-style-type: none"> • Ensure the copyrights of materials are honored in knowledge products
Knowledge products development expert I	<ul style="list-style-type: none"> • Draft and finalize the knowledge products in Tamil language • Coordinate with print and electronic media to publicize the developed materials • Act as a resource person in journalists' capacity building 	<ul style="list-style-type: none"> • Ensure the copyrights of materials are honored in knowledge products

Selection of Service-Provider

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

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

The information provided in the scope of work is not prescriptive and the Biodiversity Secretariat of the Ministry of Mahaweli Development and Environment /UNDP remains open to interested bidders elaborating and presenting what they consider to be the most appropriate approach and work plan to achieving the desired end results. However, the decision as to the final approach to be followed in the assignment will rest with BDS and UNDP

MANAGEMENT ARRANGMENT OF THE ASSIGNMENT

- a. Responsibilities of Service Provider:
 - The Service Provider will be expected to make their own arrangements for accommodation and transportation, which includes return travel from Colombo to selected field locations.
 - The Service Provider should provide required equipment, training materials and other documentations.
 - The Service Provider should actively engage with the relevant stakeholders to generate adequate information for the assignment

8. TIME FRAME FOR THE STUDY PROCESS

The assignment should commence on 05th November 2018 and completed by 05th March 2019.

TECHNICAL EVALUATION CRITERIA

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

Overall technical evaluation criteria:

Summary of Technical Proposal	Total Points
Section1: Expertise of the organization	100
Section 2: Proposed knowledge products development approach and work plan	300
Section 3: Consultancy Team capacity	300
Total	700

Detail of Evaluation Criteria and Marking Schema:

Section 1: Competence/expertise of the organisation:

No	Criteria	Points
1.1	Previous experience in undertaking similar work	40
1.2	Previous experience in effectively consult different organizations on similar assignment / media engagement in Sri Lanka	40
1.3	Previous clients and partners-please provide contact details	20

Section 2: Proposed knowledge products development approach and work plan

No	Criteria	Points
2.1	Approach to conduct the assignment	150
2.2	Realistic work plan	100
2.3	Defined tasks for the scope and correspondence to the TOR	50

Section 3: Consultancy team capacity

No	Criteria	Points
3.1	Previous experience of team members relevant to the assignment	150
3.2	Sufficient human resources, with thematic expertise and cross-sectoral composition, to undertake scope of work and deliverables	100
3.3	Relevant qualifications	50

9. Financial Proposal

Contents of the Financial Proposal

The financial proposal should satisfy the following:

- The calculation of fees should indicate the Total Cost for an “all-inclusive” cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR:
- Any and all incidental Out of Pocket Expenses (OPE) must be included in the overall “all-inclusive” fees submitted to UNDP.
- No amount other than the proposed total “all-inclusive price” fees shall be paid by UNDP except for the workshop logistic related costs which will be paid / reimbursed based on the actual costs incurred.
- The costs of preparing a proposal and of negotiating a contract are not reimbursable by UNDP

Description of major cost items.	Unit Type	No. of Unit	Unit Rate (LKR)	Amount (LKR)	Remarks
I. Team Leader	Days				
J. Knowledge products development expert I					
K. Knowledge products development expert II					
L. Other team members (pl provide the breakdown)					
M. Cost of publishing in the newspapers					
N. Cost related to interviewing the experts					
O. Other (please specify)					
P. Tax if applicable					
Grant Total – “All Inclusive” (Sri Lanka Rupees)					

10. Payment Terms.

Milestones	Payment Terms	Time Frame
Upon submission of inception Report containing a detailed work plan, outlining key tasks to be covered, work flow, output delivery timeline, consultation plans, and data analyzing process	20% of the contract value	Within two weeks of signing the contract
Upon submission of progress report describing the progress achieved, challenges faced, actions taken to address the challenges and lessons learned in the process (after at least completing 50% of the work related to materials development)	30% of the contract value	Within six weeks of signing the contract
Upon submission of final progress report after completing all the tasks	50% of the contract value	Within 16 weeks of signing the contract