



REQUEST FOR PROPOSAL (RFP)

Consultancy Firm for Organization and Management of National Indigenous Peoples' Consultation

	DATE: October 4, 2018
	REFERENCE: PHL-RFP-2018-077

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consultancy Firm for Organization and Management of National Indigenous Peoples' Consultation on Upscaling Climate Resilient Indigenous Communities in the Philippines and Development of an IP-Related Project Idea Note – Philippines Green Climate Fund Readiness Programme**.

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

Proposals may be submitted on or before Thursday, **October 18, 2018** and via email, courier mail to the address below:

United Nations Development Programme
15th Floor North Tower, Rockwell Business Center Sheridan
Sheridan Street corner United Street
Highway Hills, 1550 Mandaluyong City
The Procurement Unit
procurement.ph@undp.org

Your Proposal must be expressed in the English, 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. 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/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,


4 Oct 2018



Description of Requirements

Context of the Requirement	Consultancy Firm for Organization and Management of National Indigenous Peoples' Consultation on Upscaling Climate Resilient Indigenous Communities in the Philippines and Development of an IP-Related Project Idea Note – Philippines Green Climate Fund Readiness Programme
Implementing Partner of UNDP	Climate Change Commission (CCC)
Brief Description of the Required Services	<p>The primary objective of the Philippines Green Climate Fund Readiness Program is to support the Government of Philippines (GoP) in strengthening their national capacities to effectively and efficiently plan for, access, manage, deploy, and monitor climate financing, in particular, through the Green Climate Fund (GCF). Specifically, the Program will support capacitation and empowerment of the National Designated Authority (NDA) to the GCF including relevant partner-government agencies. The Program will also target two (2) important aspects of the GCF approach, access to funds and private sector engagement, through the selection of national/sub-national implementing entities for accreditation; and the preparation of prioritized programs/projects for submission to GCF.</p> <p>The Green Climate Fund is created by the Conference of Parties under the UNFCCC to be the financial entity of the convention. The mandate of the GCF is to fund mitigation and adaptation activities in developing countries. While indigenous peoples are recognized as stakeholders of the Fund, there is yet a mechanism to ensure that as among the most vulnerable to impacts of climate change, indigenous peoples really benefit from the GCF.</p> <p>The GCF recently adopted its Indigenous Peoples' Policy on February 27, 2018 during the 19th meeting of the board. The IP Policy is a result of the strong support of indigenous peoples' organizations, civil society, state governments and select GCF board members and through the persistent advocacy of the Indigenous Peoples Global Advocacy team to the Fund. The policy spells out the necessary safeguards about indigenous peoples for the Fund not just to avoid doing harm but also for it to be able to do good when implementing programs and projects. The different important elements of the policy include the Free Prior and Informed Consent, Traditional Knowledge, indigenous peoples' access to the fund, full and meaningful participation of indigenous peoples and redress and grievance mechanism that are culturally appropriate.</p> <p>Several initial discussions were facilitated by NGOs, Accredited entities and civil society organizations about the possibility of partnership to implement Climate change mitigation and adaptation projects in</p>



indigenous peoples' communities. Through a global network called ELATIA, a Framework for Global Indigenous Peoples Program that spells out indigenous peoples' vision on enduring IP-led programme that provides resources to indigenous peoples in developing countries to address climate change in the context of their own vision, needs and sustainable development has been developed. These dialogues were also held during recent celebration of the World's Indigenous Peoples' Day at the University Hotel, UP Diliman, Quezon City on August 8-10, 2017.

Among the components of IP-climate change adaptation and mitigation actions that indigenous peoples raise include, but not limited to the following:

- a. Research and Documentation for knowledge sharing on indigenous/traditional knowledge, appropriate technologies and innovations
- b. Capacity Building of indigenous peoples and their organizations and communities, as well as, the local government units and agencies for collaboration and partnerships
- c. Community-based Monitoring and Information systems, towards knowledge sharing and monitoring of indicators and measure changes and trends over the years for more improved integrated development planning and strategies
- d. Support for upscaling traditional and alternative livelihoods with introduction and development of appropriate technologies, innovations and infrastructure towards an integrated socio-economic planning and sustainable development for the communities

Indigenous peoples have contributed much to climate change mitigation and adaption through their traditional knowledge. Indeed, they can even contribute more when their low-carbon way of life is strengthened and their innovations are supported.

In relation to the above, a two-day workshop is being proposed to be organized through the support of the GCF Readiness Programme. This Workshop aims to appreciate the climate change needs and priorities of indigenous peoples' communities in the Philippines to better understand the kind of assistance that they would need from climate funds such as, but not limited to the Green Climate Fund. Additionally, with the ongoing country programming process, results from this workshop are expected to feed into the Country Programme for GCF. Below are objectives and expected results of the workshop.

From this national consultation, it is expected that results can be useful inputs to project ideas that will cover areas with indigenous people communities or those that will directly target indigenous people

	communities. Taking-off from the results of the national consultations, a project idea note will be developed that will serve as an input to the Country Programme.
List and Description of Expected Outputs to be Delivered	<p>Suggestions on Objectives of the National Consultation:</p> <ul style="list-style-type: none"> • To discuss and consolidate impacts of climate change to indigenous people communities and current gaps on their adaptation mechanisms, e.g., absence of ADSDPP and tenurial rights • To identify present barriers to developing and managing, and or benefitting from climate change related projects, e.g., mechanisms related to Free, Prior and Informed Consent (FPIC) process, weak capacity to develop and package project proposals, low awareness about potential financing sources, etc. • To identify specific priority climate change projects and programs that can strengthen the resilience of indigenous people communities, and potential target areas where these projects and programs can be implemented • To secure inputs on a project idea note that will be used as input to the Country Programme <p>The Consultant will be engaged to take the lead in the organization of the said two-day workshop and development of the project idea note. The Consultant will undertake the tasks listed below.</p> <p>Specific Tasks:</p> <ul style="list-style-type: none"> • With the Climate Change Commission (CCC) and National Commission on Indigenous Peoples (NCIP), prepare the Workshop's activity design, including list of target participants, session descriptions and guide questions; • Prepare workshop invitations and distribute the invitations to target participants, and confirm their participation; • Undertake necessary logistical arrangements, including venue, food, lodging and transportation arrangements for the participants; • Facilitate the plenary and group discussions during the Workshop; • Serve as Resource Persons for Workshop; • Document proceedings of the Workshop; • Develop an IP-related project idea note as input to the Country Programme.
Person to Supervise the Work/Performance of the Service Provider	Focal Point of the NDA for GCF – Philippines Green Climate Fund Readiness Programme
Frequency of Reporting	The Consultant will be engaged on an output-based arrangement



Progress Reporting Requirements	As indicated
Location of work	The assignment is based in Manila
Expected duration of work	The Consultant shall be engaged for a period equivalent to 2 months commencing upon signing of the contract and will be valid until all outputs have been delivered and accepted.
Target start date	23 October 2018
Latest completion date	22 December 2018
Travels Expected	n/a
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 type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Required <input checked="" 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 type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Philippine Pesos)
Value Added Tax on Price Proposal ¹	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input 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 type="checkbox"/> 90 days <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 <input type="checkbox"/> Permitted

Payment Terms	<ul style="list-style-type: none"> • 20% Upon submission and approval of the Workshop activity design, including list of target participants, sessions descriptions and guide questions; • 50% Upon completion and approval of the following: <ul style="list-style-type: none"> • Invitations to target participants prepared and distributed; list of confirmed participants • Logistical arrangements, including venue, food, lodging and transportation arrangements for the participants; • 30% Upon completion and approval of the following: <ul style="list-style-type: none"> • Actual conduct of the Workshop • Workshop proceedings • IP-related project idea note
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Focal Point of the NDA for GCF – Philippines Green Climate Fund Readiness Programme and ISD Team Leader
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
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 type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 40% <i>See attached TOR for the qualifications of the Key Personnel</i></p> <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider

	<input type="checkbox"/> One or more Service Providers, depending on the following factors : <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others
Contact Person for Inquiries (Written inquiries only) ²	<p>Loubelle Fajardo <i>Procurement Assistant</i> <i>loubelle.fajardo@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information <i>[pls. specify]</i>	<ul style="list-style-type: none"> • Proposals submitted by email must be limited to a maximum of 4MB, virus-free; • Other documents to be submitted to establish eligibility of the Firm <ul style="list-style-type: none"> - Company Profile - Business Permits - 2017 Audited Financial Statement - Track Record - Certificates and Accreditation - Written Self Declaration



FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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, contact 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.

C. Qualifications of Key Personnel

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



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

D. **Cost Breakdown per Deliverable***

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

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

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

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

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



General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:



The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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



10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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



13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.



- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION



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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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



22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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



Terms of Reference

Consultancy Firm for Organization and Management of National Indigenous Peoples' Consultation on Upscaling Climate Resilient Indigenous Communities in the Philippines and Development of an IP-Related Project Idea Note - Philippines Green Climate Fund Readiness Programme

1. Background Information and Rationale, Project Description

Program	Philippine Green Climate Fund (GCF) Readiness Program
Program ID	00098867

The primary objective of the Philippines Green Climate Fund Readiness Program is to support the Government of Philippines (GoP) in strengthening their national capacities to effectively and efficiently plan for, access, manage, deploy, and monitor climate financing, in particular, through the Green Climate Fund (GCF). Specifically, the Program will support capacitation and empowerment of the National Designated Authority (NDA) to the GCF including relevant partner-government agencies. The Program will also target two (2) important aspects of the GCF approach, access to funds and private sector engagement, through the selection of national/sub-national implementing entities for accreditation; and the preparation of prioritized programs/projects for submission to GCF.

The Green Climate Fund is created by the Conference of Parties under the UNFCCC to be the financial entity of the convention. The mandate of the GCF is to fund mitigation and adaptation activities in developing countries. While indigenous peoples are recognized as stakeholders of the Fund, there is yet a mechanism to ensure that as among the most vulnerable to impacts of climate change, indigenous peoples really benefit from the GCF.

The GCF recently adopted its Indigenous Peoples' Policy on February 27, 2018 during the 19th meeting of the board. The IP Policy is a result of the strong support of indigenous peoples' organizations, civil society, state governments and select GCF board members and through the persistent advocacy of the Indigenous Peoples Global Advocacy team³ to the Fund. The policy spells out the necessary safeguards about indigenous peoples for the Fund not just to avoid doing harm but also for it to be able to do good when implementing programs and projects. The different important elements of the policy include the Free Prior and Informed Consent, Traditional Knowledge, indigenous peoples' access to the fund, full and meaningful participation of indigenous peoples and redress and grievance mechanism that are culturally appropriate.

Several initial discussions were facilitated by NGOs, Accredited entities and civil society organizations about the possibility of partnership to implement Climate change mitigation and adaptation projects in indigenous peoples' communities. Through a global network called ELATIA⁴, a Framework for Global

³ This is composed of a small team of indigenous peoples from Kenya, Nicaragua and the Philippines being coordinated by Tebtebba with support from Oak Foundation.

⁴ ELATIA is formerly known as the Indigenous Peoples Global Partnership on Forests, Climate Change and Sustainable Development. This Partnership was organized by Tebtebba in 2009 and is composed of 18 indigenous organizations in 13 tropical and sub-tropical countries. ELATIA is composed of the following: Tebtebba; Aliansi Masyarakat Adat Nusantara and Institut Dayakologi Indonesia; Maleya Foundation – Bangladesh; Silingan Dapit Sa Sidlakang Mindanao and Naundep ni Napaknuhan ni Kalanguya – Philippines; Center for Indigenous Peoples'



Indigenous Peoples Program that spells out indigenous peoples' vision on enduring IP-led programme that provides resources to indigenous peoples in developing countries to address climate change in the context of their own vision, needs and sustainable development has been developed. These dialogues were also held during recent celebration of the World's Indigenous Peoples' Day at the University Hotel, UP Diliman, Quezon City on August 8-10, 2017.

Among the components of IP-climate change adaptation and mitigation actions that indigenous peoples raise include, but not limited to the following:

- e. Research and Documentation for knowledge sharing on indigenous/traditional knowledge, appropriate technologies and innovations
- f. Capacity Building of indigenous peoples and their organizations and communities, as well as, the local government units and agencies for collaboration and partnerships
- g. Community-based Monitoring and Information systems, towards knowledge sharing and monitoring of indicators and measure changes and trends over the years for more improved integrated development planning and strategies
- h. Support for upscaling traditional and alternative livelihoods with introduction and development of appropriate technologies, innovations and infrastructure towards an integrated socio-economic planning and sustainable development for the communities

Indigenous peoples have contributed much to climate change mitigation and adaption through their traditional knowledge. Indeed, they can even contribute more when their low-carbon way of life is strengthened and their innovations are supported.

In relation to the above, a two-day workshop is being proposed to be organized through the support of the GCF Readiness Programme. This Workshop aims to appreciate the climate change needs and priorities of indigenous peoples' communities in the Philippines to better understand the kind of assistance that they would need from climate funds such as, but not limited to the Green Climate Fund. Additionally, with the ongoing country programming process, results from this workshop are expected to feed into the Country Programme for GCF. Below are objectives and expected results of the workshop.

From this national consultation, it is expected that results can be useful inputs to project ideas that will cover areas with indigenous people communities or those that will directly target indigenous people communities. Taking-off from the results of the national consultations, a project idea note will be developed that will serve as an input to the Country Programme.

2. Specific Objectives

Suggestions on Objectives of the National Consultation:

- To discuss and consolidate impacts of climate change to indigenous people communities and current gaps on their adaptation mechanisms, e.g., absence of ADSDPP and tenurial rights

Research and Development – Nepal; Centre of Research and Development in Upland Areas – Vietnam; Lelewal – Cameroon; Mainyoto Pastoralist Integrated Development Organisation and Indigenous Livelihoods Enhancement Partners – Kenya; Dignite Pygmees – Democratic Republic of Congo; Servicios del Pueblo Mixe and Asamblea Mixe para el Desarrollo Sostenible – Mexico; Centro de Culturas Indígenas el Perú – Peru; Centro para la Autonomía y Desarrollo de los Pueblos Indígenas – Nicaragua; Conselho Indígena de Roraima – Brazil; Federacion por la Autodeterminacion de los Pueblos Indigenas – Paraguay.



- To identify present barriers to developing and managing, and or benefitting from climate change related projects, e.g., mechanisms related to Free, Prior and Informed Consent (FPIC) process, weak capacity to develop and package project proposals, low awareness about potential financing sources, etc.
- To identify specific priority climate change projects and programs that can strengthen the resilience of indigenous people communities, and potential target areas where these projects and programs can be implemented
- To secure inputs on a project idea note that will be used as input to the Country Programme

3. Scope of Work

Post Title	Consultant (FIRM) for Organization and Management of National Indigenous Peoples' Consultation on Upscaling Climate Resilient Indigenous Communities in the Philippines and Development of an IP-Related Project Idea Note
Reports To	Focal Point of the NDA for GCF – Philippines Green Climate Fund Readiness Programme
Duration	2 months (October 1 to November 30, 2018)
Coverage	Nationwide
Client	Climate Change Commission

The Consultant will be engaged to take the lead in the organization of the said two-day workshop and development of the project idea note. The Consultant will undertake the tasks listed below.

Specific Tasks:

- 1) With the Climate Change Commission (CCC) and National Commission on Indigenous Peoples (NCIP), prepare the Workshop's activity design, including list of target participants, session descriptions and guide questions;
- 2) Prepare workshop invitations and distribute the invitations to target participants, and confirm their participation;
- 3) Undertake necessary logistical arrangements, including venue, food, lodging and transportation arrangements for the participants;
- 4) Facilitate the plenary and group discussions during the Workshop;
- 5) Serve as Resource Persons for Workshop;
- 6) Document proceedings of the Workshop;
- 7) Develop an IP-related project idea note as input to the Country Programme.

4. Approach and Methodology

The assignment will cover three components, including:

4.a. Scoping and Preparatory Activities. A Work Plan, specifying the target completion of tasks, will be prepared by the Consultant. Following this, the Consultant, together with the CCC, will develop the design of the national stakeholder consultation. Consistent with the national stakeholder consultation design, the Consultant will identify the indigenous people communities that will be invited to the national stakeholder consultation. Representativeness of the indigenous people communities to be invited needs to be ensured.



4.b. Conduct of National Stakeholder Consultation. The Consultant will provide Resource Persons that will provide inputs and take the lead in the facilitation of the plenary and group discussions. Specific outputs will have to be identified for each session.

4.c. Development of Project Idea Note. Taking-off from the results the national stakeholder consultation, a project idea note will be developed by the Consultant.

5. Deliverables and Schedules/Expected Outputs

Below are the required activities and expected outputs (deliverables), based on the objectives and scope of work stated above:

Deliverables	Estimated Duration to Complete	Timeframe	Review and Approvals Required	Name and Email Address of designated person who will review and accept the output
<ul style="list-style-type: none"> Workshop activity design, including list of target participants, sessions descriptions and guide questions 	One week	October 2018	Review and approval of the Focal Point of the NDA for GCF	Rachel Anne S. Herrera rsherrera.ccc@gmail.com
<ul style="list-style-type: none"> Invitations to target participants prepared and distributed; list of confirmed participants Logistical arrangements, including venue, food, lodging and transportation arrangements for the participants; Actual conduct of the Workshop 	One month	October 2018	Review and approval of the Focal Point of the NDA for GCF	Rachel Anne S. Herrera rsherrera.ccc@gmail.com
<ul style="list-style-type: none"> Workshop proceedings IP-related project idea note 	One Month	November 2018	Review and approval of the Focal Point of the NDA for GCF	Rachel Anne S. Herrera rsherrera.ccc@gmail.com

6. Key Performance Indicators and Service Level

Performance indicators for this assignment are the following:

- Activity design drafted and approved by CCC;
- Participation of invitees confirmed;
- National stakeholder consultation design implemented and completed; and
- Project idea note developed and submitted to CCC.



Non-delivery of these performance indicators will result in the reduction of the payments specified in Price and Schedule of Payments.

7. Governance and Accountability

The Consultant will report to CCC's Focal Point for GCF and will be working closely with the Head of the Climate Finance System and Services (CFSS) and the National Coordinator for the GCF Readiness Programme.

The deliverables shall be submitted to the CCC's Focal Point of the NDA for GCF. All of the deliverables are subject to approval from CCC's Focal Point for GCF and UNDP Project Manager in order for UNDP to process payments to the Consultant.

8. Facilities to be provided by UNDP

No facilities are required to be provided by UNDP.

9. Expected Duration of the Contract/Assignment

To undertake the tasks, the Consultant shall be engaged for a period equivalent to 2 months commencing upon signing of the contract and will be valid until all outputs have been delivered and accepted. The said agreement is expected to be completed by 30 November 2018.

10. Duty Station

The assignment is based in Manila. Official travels shall be approved by the Focal Point of the NDA for GCF. The Consultant will be engaged on an output-based arrangement.

11. Professional Qualification of the Successful Contractor and Its Key Personnel

- Consultancy Firm Requirements
 - Valid business registration
 - Minimum 7 years of experience on working with indigenous people communities and climate change related projects
 - Sound financial records
 - No litigation and arbitration history
 - Proven track record, technical expertise, human resources, and operational capacity to undertake assignments of similar nature
- Team Composition
 - The Consulting Team will be composed of a Team Leader, preferably an IP Specialist cum Social Safeguard Specialist and key experts, including but not limited to the following: CC Adaptation Specialist; Stakeholder Engagement Specialist; and Event Manager.



- Given the expected process and deliverables, the Consulting firms shall provide a description of Team organization, roles and responsibilities as well as time allocation for the different experts. The Consultant shall also discuss the coordination, monitoring and reporting responsibilities of the Team members.
- The CVs of the Team Leader and key experts will be evaluated based on the criteria below:
 - General qualifications (general education, training and experience); and
 - Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments).

Qualification	Team Leader (National Indigenous)
<u>Education</u> The minimum level of education acceptable and the fields of studies preferred, if any	<ul style="list-style-type: none"> University Degree in Economics, Public Administration or Environmental Science, Human Ecology, Development Communications, or other related degrees
<u>Experience</u>	
<ul style="list-style-type: none"> The minimum number of years of work experience on the preferred field of practice, if there is any preference 	<ul style="list-style-type: none"> At least five years of years of demonstrated experience on engagements related to indigenous people communities and climate change related projects
<ul style="list-style-type: none"> Special skills / experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if the assignment's setting/situation is unique or has peculiarities (e.g., experience in working with indigenous people, familiarity with the key issues confronting a certain region, understanding of and ability to relate with a specific culture/religion, knowledge of a local dialect, etc.) 	<ul style="list-style-type: none"> At least five years of experience working with government agencies and non-state actors
<ul style="list-style-type: none"> The area of specialization, field of expertise, and other qualities of the ideal individual to perform the services/work satisfactorily; 	<ul style="list-style-type: none"> Understanding of indigenous people-related issues and management interventions
<u>Language</u>	English and Filipino

Qualification -	Event manager (National Indigenous)
<u>Education</u> The minimum level of education acceptable and the fields of studies preferred, if any	<ul style="list-style-type: none"> University degree in Human Ecology, Economics, Public Administration or Environmental Science, Development

	Communications, or other related degrees
<u>Experience</u>	
<ul style="list-style-type: none"> The minimum number of years of work experience on the preferred field of practice, if there is any preference 	<ul style="list-style-type: none"> At least five years of experience on leading event design, development and implementation
<ul style="list-style-type: none"> Special skills / experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if the assignment's setting/situation is unique or has peculiarities (e.g., experience in working with indigenous people, familiarity with the key issues confronting a certain region, understanding of and ability to relate with a specific culture/religion, knowledge of a local dialect, etc.) 	<ul style="list-style-type: none"> At least three years of engagement with government agencies and non-state actors
<ul style="list-style-type: none"> The area of specialization, field of expertise, and other qualities of the ideal individual to perform the services/work satisfactorily; 	<ul style="list-style-type: none"> Understanding of indigenous people-related issues and management interventions
<u>Language</u>	English and Filipino

Qualification	Adaptation Specialist (National Indigenous)	Stakeholder Engagement Specialist (National Indigenous)
<u>Education</u> The minimum level of education acceptable and the fields of studies preferred, if any	<ul style="list-style-type: none"> Master's degree in Economics, Public Administration or Environmental Science, Human Ecology, Development Communications, or other related degrees 	<ul style="list-style-type: none"> Master's degree in Economics, Public Administration or Environmental Science, Human Ecology, Development Communications, or other related degrees
<u>Experience</u>		
<ul style="list-style-type: none"> The minimum number of years of work experience on the preferred field of practice, if there is any preference 	<ul style="list-style-type: none"> At least five years of years of demonstrated experience on project development & training design, development and implementation related to climate 	<ul style="list-style-type: none"> At least five years of years of demonstrated experience on project development & training design, development and implementation

	change and indigenous people	related to climate change and indigenous people
<ul style="list-style-type: none"> • Special skills / experience and other qualifications which will prove to be advantageous and vital to the success of the work implementation, especially if the assignment's setting/situation is unique or has peculiarities (e.g., experience in working with indigenous people, familiarity with the key issues confronting a certain region, understanding of and ability to relate with a specific culture/religion, knowledge of a local dialect, etc.) 	<ul style="list-style-type: none"> • At least three years of engagement with government agencies and non-state actors 	<ul style="list-style-type: none"> • At least three years of engagement with government agencies and non-state actors
<ul style="list-style-type: none"> • The area of specialization, field of expertise, and other qualities of the ideal individual to perform the services/work satisfactorily; 	<ul style="list-style-type: none"> • Understanding of indigenous people-related issues and management interventions 	<ul style="list-style-type: none"> • Understanding of indigenous people-related issues and management interventions
<u>Language</u>	English and Filipino	English and Filipino

12.Price and Schedule of Payments

Below are payment tranches :

Deliverables	% Payment
<ul style="list-style-type: none"> • Workshop activity design, including list of target participants, sessions descriptions and guide questions 	20% of total contract amount
<ul style="list-style-type: none"> • Invitations to target participants prepared and distributed; list of confirmed participants • Logistical arrangements, including venue, food, lodging and transportation arrangements for the participants; 	50% of total contract amount

<ul style="list-style-type: none"> • Actual conduct of the Workshop • Workshop proceedings • IP-related project idea note 	30% of total contract amount
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13. Criteria for Evaluation

Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposals is 70%.

Financial Proposal

To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.

Below are proposed points for the evaluation process.

Technical Proposal Evaluation Forms	Points Obtainable
1. Bidder's qualification, capacity and experience / Expertise of the Firm	300
2. Proposed Methodology, Approach and Implementation Plan	400
3. Management Structure and Key Personnel	300
Total	1000

Section 1. Bidder's qualification, capacity and experience		Points
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	90
1.4	Quality assurance procedures and risk mitigation measures	60
1.5	Organizational Commitment to Sustainability -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 5 points	10

<p>-Organization is compliant with ISO 14001 or ISO 14064 or equivalent -5 pts</p> <p>-Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</p>	
Total Section 1	300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3	Details on how the different service elements shall be organized, controlled and delivered	50
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	50
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	70
2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	50
Total Section 2		400

Section 3. Management Structure and Key Personnel		Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?	150
3.2	Qualifications of key personnel proposed	150
	- Language Qualifications	10
Total Section 3		300