



REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

To: All Interested Bidders	DATE: December 3, 2018
	REFERENCE: RFP/UNDP/EU-CIWT/56849/030/2018 - Consulting Service for Development of National Strategy and Action Plan for CIWT Project Activity 1

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consulting Service for Development of National Strategy and Action Plan for CIWT Project Activity 1**.

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

Proposals may be submitted on or before **Friday, December 14, 2018 at 17.00 (GMT+7)** and via email or courier mail to the address below:

United Nations Development Programme
7th Floor Menara Thamrin Building
Jl. MH. Thamrin Kav. 3 Jakarta 10250
Phone: +62 21 29802300
Attn: Procurement Unit
Email: bids.id@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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Yusef Millah
Procurement Associate
12/3/2018

Description of Requirements

Context of the Requirement	Consulting Service for Development of National Strategy and Action Plan for CIWT Project Activity 1			
Implementing Partner of UNDP	Ministry of Environment and Forestry			
Brief Description of the Required Services ¹	As detailed in Terms of Reference (Annex 4)			
List and Description of Expected Outputs to be Delivered	As detailed in Terms of Reference (Annex 4)			
Person to Supervise the Work/Performance of the Service Provider	National Project Director of CIWT			
Frequency of Reporting	Monthly			
Progress Reporting Requirements	As detailed in Terms of Reference (Annex 4)			
Location of work	At Contractor's Location			
Expected duration of work	6 Months			
Target start date	4 th Week of December 2018			
Latest completion date	31 May 2019			
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	Medan (3 Person, 2 times)	6 Days	Site Visit, Public Consultation.	January, March, and May 2019
	Surabaya (3 Person, 2 times)	6 Days	Site Visit, Public Consultation.	January, March, and May 2019
	Bitung (3 Person, 2 times)	6 Days	Site Visit, Public Consultation.	January, March, and May 2019
Special Security Requirements	N/A			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A			
Implementation Schedule indicating breakdown and	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			

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.

timing of activities/sub-activities															
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required														
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input checked="" type="checkbox"/> Local Currency: Rupiah for Indonesian company or organization														
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td> <ul style="list-style-type: none"> Finalized Work Plan Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives) </td> <td>25% of total contract amount</td> <td>31 January 2019</td> <td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)</td> <td>50% of total contract amount</td> <td>30 April 2019</td> </tr> <tr> <td>Final Report</td> <td>25% of total contract amount</td> <td>31 May 2019</td> </tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	<ul style="list-style-type: none"> Finalized Work Plan Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives) 	25% of total contract amount	31 January 2019	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.	Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	50% of total contract amount	30 April 2019	Final Report	25% of total contract amount	31 May 2019
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Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	50% of total contract amount	30 April 2019													
Final Report	25% of total contract amount	31 May 2019													
Person(s) to review/inspect/ approve outputs/completed	National Project Director of CIWT														

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

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

services and authorize the disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<p>✓ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</p> <p>✓ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.</p>
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</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 40 %</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <p><i>NOTE: only bidder(s) who received minimum of 70 points where the financial proposal will be opened</i></p> <p>Financial Proposal (30%)</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:	✓ One and only one Service Provider
Annexes to this RFP ⁴	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁵</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p>

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

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

<p>Contact Person for Inquiries (Written inquiries only)⁶</p>	<p><i>Ferdyani Putri / Yusef Millah</i> <i>ferdyani.putri@undp.org / yusef.millah@undp.org</i> +62 21 2980 2300 ext. 410 / 416</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>
<p>Other Information [pls. specify]</p>	<ul style="list-style-type: none"> - <u>Proposal submitted via Courier/hand delivery :</u> Official Address for hand delivery/Courier: United Nations Development Programme (UNDP) Menara Thamrin Building, 7th Floor, Kav. 3, Jl. M.H. Thamrin, Jakarta 10250, Indonesia Tel: +62 21 2980 2300 Attn: Procurement Unit <p>The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP, the Title Bidding "RFP/UNDP/EU-CIWT/56849/030/2018 - Consulting Service for Development of National Strategy and Action Plan for CIWT Project Activity 1" and shall include the Proposer's name and address, as well as a warning that state "not to be opened before the time and date for proposal opening". The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.</p> <ul style="list-style-type: none"> - <u>Proposal submitted via Email:</u> Official email Address: bids.id@undp.org Format: PDF files only, <u>password protected for the financial proposal only</u> (Password must not be provided to UNDP until requested by UNDP which will be requested through email) Signature: YES Max. File Size per transmissions: 8 MB Max. No. of transmission: N/A Free from any virus or corrupted files Mandatory subject of email: RFP/UNDP/EU-CIWT/56849/030/2018 - Consulting Service for Development of National Strategy and Action Plan for CIWT Project Activity 1 <p><u>Bidders conference</u> Date: 7 December 2018 Time: 09.30 AM (GMT+7) Venue: Aceh Meeting Room, UNDP Office Menara Thamrin, 7th floor, Jl. M. H. Thamrin Kav. 3, Jakarta 10250</p>

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)

[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.

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	25%	
2	Deliverable 2	50%	
3	Deliverable 2	25%	

**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. Team Leader		100 days	1	
2. Analyst		100 days	1	
3. Conservation Practitioner		100 days	2	
4. Sociologist		100 days	1	
5. Criminologist		100 days	1	
6. Communication Specialist		100 days	1	
II. Out of Pocket Expenses				
1. Travel Costs (as specified in the proposed approach and methodology)				
2. Daily Allowance (as specified in the proposed approach and methodology)				
3. Communications				
4. Reproduction				
5. Resource Person				
6. Others		-		
III. Other Related Costs (Please specify in detail)				

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Term of Reference (TOR)
The Development of National Strategy and Action Plan for
Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia (CIWT)
CIWT Project Activity 1

A. General Information

Title	:	The Development of National Strategy and Action Plan for Combatting illegal and unsustainable trade in endangered species in Indonesia (CIWT) for CIWT Project Activity 1
Report to	:	1. Director of Crime Prevention and Forest Security, Ministry of Environment and Forestry 2. Programme Manager NRM Cluster Environment Unit, UNDP Indonesia 3. National Project Director of CIWT
Location	:	Menara Thamrin Building, Jl. M.H. Thamrin Kav.3, Jakarta 10250
Expected place of travel	:	As listed in annex 2
Duration of contract	:	The expected duration of the contract is 6 (six) months calculated based on the contract starting date
Provision of support services	:	
Location	:	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
Equipment (laptop etc.)	:	Yes <input type="checkbox"/> <input checked="" type="checkbox"/>
Secretarial Services	:	Yes <input checked="" type="checkbox"/> <input type="checkbox"/>

Terminology of this TOR

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

Wildlife crime	:	<p>Crime (from great dictionary of the Indonesian Language) is a behaviour that contrary to applicable values and norms that have been ratified by written law.</p> <p>Wildlife (from great dictionary of the Indonesian Language) are all animals that live and still have wild properties, both free living and those that are maintained by humans.</p> <p>Wildlife (Law No. 5 of 1990) is all animals that live on land, water, and air that still have wild traits, both free living and those that are maintained by humans.</p> <p>Crime against protected animals (Law No. 5 of 1990)</p> <p>Article 21 paragraph 2 (a) captures, injures, kills, saves, possesses, maintains, transports and trades protected animals in living conditions; (b) storing, possessing, maintaining, transporting and trading protected animals in a dead state; (c) removing protected animals from a place in Indonesia to another place inside or outside Indonesia; (d) trade, store or possess skin, body or other parts of protected animals or goods made from these parts or remove them from a place in Indonesia to another place inside or outside Indonesia; (e) taking, damaging, destroying, trading, storing or possessing eggs and / or nests of protected animals.</p>
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Stakeholder	: A person, group or organization that has interest or related to illegal wildlife trade, which can affect or be affected by the related actions, activities, or policies. This include: <ol style="list-style-type: none"> 1. Ministry of National Development Planning 2. Ministry of Environment and Forestry 3. Ministry of Finance 4. Ministry of Agriculture 5. Ministry of Justice and Human Rights 6. Ministry of Trade 7. Attorney General's Office 8. Indonesia's Corruption Eradication Commission 9. The Indonesian Institute of Sciences 10. Indonesian National Police 11. Industries/companies and financing associations as the business actors 12. Local governments at the provincial, district, and city level surrounding three sites 13. Related line ministries associated in preparing the supporting policy for illegal wildlife trade.
RPJMN	: National Medium-Term Development Plan (RPJMN) is the stage of implementation of the National Long-Term Development Plan (RPJPN) which subsequently becomes a guideline for Indonesian Ministry of National Development Planning in preparing Strategic Plan for ministry/institutional (Rensta-KL) and becomes a consideration for local government in developing development plans for their regions in the context of achieving national development targets.

B. Background Information

The hunting and distribution of protected wildlife still takes place in all regions of Indonesia every year. This can be seen from the high number of wildlife crimes. In 2017 it reached more than 140 arrests of perpetrators of illegal hunting and distribution. Tigers, elephants, rhinos, primates, birds, fish, and reptiles of various types become commercial commodities for perpetrators. It is estimated that Indonesia losses IDR 9 trillion per year caused by wildlife trade. The trade of protected wildlife includes living animals, body parts and its products. The number of protected wildlife hunting and distribution is still high due to the high demand at the local, national and international markets. Usually, the wild animals are traded to be used as pet animals, traditional medicines, food ingredients, ceremonial or religious media, jewelry, or ornaments.

The other reason that wildlife trade is still happening also because the risks received by the perpetrators are still lower than the profits earned (high profit and low risk). The penalties received by the perpetrators do not cause a deterrent effect so that the recidivism rate (the perpetrators who repeat their actions after receiving imprisonment) reaches more than 20%, especially for perpetrators of high-value wildlife hunting and trafficking, such as pangolin and tigers. To expedite this illegal business, various modus operandi are developed by the perpetrators to avoid detection and law enforcement.

Conventional mode where sellers and buyers meet directly, or either using intermediaries, and even online trading mode can be easily found these days. The interrupted communication system is the modus developed by drug traffickers, and it is also applied in the case of wildlife, making it difficult to the law enforcement officials to find the key actors of the hunting and distribution of wildlife. The government has tried to prevent preemptively, preventively and repressively, but the occurrence of violations of protected wildlife is still happening.

Currently the apparatus's detection capability has increased. This is proven by the number of arrests reaching hundreds every year since 2016. Even so, the practices of illegal hunting and trading are still often occurred because the intensity of crime is still greater compared to the law enforcement efforts that have been done. Efforts against illegal trading to protect wildlife still face challenges in several ways, such as; limited ability of law enforcement officials in investigation; the lack of understanding of the prosecutors and judges in the issue of conservation of protected animals so that existing penalties have not given a deterrent effect on the perpetrators; the loopholes that hinder the effectiveness of law enforcement processes; the cooperation and coordination between law enforcement is not optimal; lack of public participation in monitoring and providing support to law enforcement officials in handling cases; customary law in the community about the use of animals; and also the lack of cooperation with other state law enforcement agencies to tackle transnational crime.

To overcome the problem of crime against protected wildlife, it is necessary to develop a **"National Strategy and Action Plan to Eradicate Hunting and Distribution of Protected Wildlife (SRAK P3SL)"** as a long-term guideline for the Indonesian Government. It can be implemented on an ongoing basis by reviewing the problems that arise, the progress that has been achieved, and the obstacles faced. SRAK P3SL is a planning document that outlines the vision, direction of goals / objectives, strategies and work programs through external and internal evaluations based on the current state of hunting and circulation of wildlife. Thus, efforts to uphold and enforce the law against illegal hunting and distribution of protected wildlife can be carried out more systematically on target, and effective to overcome the hunting and distribution of protected wildlife.

The United Nation Development Program ("UNDP") through the funding support from the Global Environmental Facility ("GEF") - in collaboration with the Directorate General of Environmental and Forestry Law Enforcement is one of the partners that supports the eradication of illegal hunting and distribution of wildlife in the form of collaborative projects with the title of Combatting Illegal and Sustainable Trade in Endangered Species in Indonesia. The project aims to support the government's efforts to reduce the minimum possible crime against protected wildlife in order to protect and preserve endangered wildlife species in Indonesia. One of the activities that will be carried out is to compile a document entitled "National Strategy and Action Plan to Eradicate Hunting and Distribution of Protected Wildlife."

Objective & Purpose

In preparing the document, the Combatting Illegal Wildlife Trade (CIWT) Project will use a consulting firm that will facilitate the process of preparing and completing **SRAK P3SL** documents. The consulting company will work with the Team from the Directorate General of Law Enforcement of the Ministry of Environment and Forestry of the Republic of Indonesia, National Police of the Republic of Indonesia, Indonesian National Army, Directorate General of Customs and Excise Ministry of Finance of the Republic of Indonesia, Ministry of Agriculture of the Republic of Indonesia, Drug and Food Supervisory Agency, Attorney General's Office of the Republic of Indonesia, Supreme Court of the Republic of Indonesia, Financial Transaction Reporting and Analysis Center, and Eradication Commission Corruption of the Republic of Indonesia in the form of focused discussion.

The context of this TOR is that UNDP, as the Delivery Agent, is seeking to engage consulting firm/company to conduct The Development of National Strategy and Action Plan for the Eradication of Hunting and Illegal Trade in Endangered Species in Indonesia. Theory of Changes Diagram of IWT Project is attached.

C. The Outlines

- Background /problem statement;
- Defining Vision, Mission and Objectives;
- Defining priority activities;
- Explanation and division of roles, functions and responsibilities of the parties;
- Execution time /timeline;
- The roadmap/scheme for handling hunting and circulation of wild animals is protected by its evaluation;
- Identifying and encouraging supporting factors;
- The measurement of activities impact / effectiveness of interventions;
- Monitoring Plan
- Action Plan
- Flowchart diagram of activities and interventions that are carried out;
- Final conclusion /executive summary.

D. Expected Approach and Ethical Guidelines

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

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

E. Risks and Assumptions

Undertaking data collection in the facilities level presents several challenges including rejection or resistance from the host, data is not sufficient or not valid, data is considered as confidential matter, and longer administration process which may delay the project.

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

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

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

F. Institutions/Resources who Need to be Involved

1. Republic of Indonesia National Police
2. General Directorate of Customs and Excise, Ministry of Finance of the Republic of Indonesia
3. Quarantine (Ministry of Agriculture)
4. Attorney General's Office of the Republic of Indonesia
5. Republic of Indonesia Supreme Court
6. Republic of Indonesia Corruption Eradication Commission (KPK)
7. Financial Transaction Analysis and Reporting Centre (PPATK)
8. Angkasa Pura and the Sea Port Authority (Ministry of Transportation)
9. Indonesian Institute of Sciences (LIPI)
10. Non-Government Organizations ("NGOs") that deal with the protection of wildlife are protected
11. Institutions/individuals who are familiar with CITES issues in Indonesia
12. Institutions/individuals who are experts in the field of Biodiversity Conservation
13. Institutions/individuals who are experts in the field of prevention and safeguards in the field of hunting and distribution of protected wildlife

G. Scope of Work

The team of consultants will coordinate with Directorate General of Law Enforcement of the Ministry of Environment and Forestry. The main scope of works are as follow:

1. The target wildlife are wild animals that are protected under PP no. 7 of 1999 juncto Permen 20/2018.
2. SRAK P3SL can be used by other parties involved in handling illegal hunting and distribution of wildlife, not limited to law enforcement officials. The details of the parties will be described in SRAK. P3SL.
3. Strengthening the policies and regulations related to hunting and circulation of protected wildlife.
4. Strengthening the law enforcement and cooperation between law enforcement across sectors and countries.
5. Demand reduction.
6. Public awareness.

PHASE 1

Scope of work 1: Initial preparation

- 1.1 Facilitate kick off meeting(s) to get input from the parties and to discuss the detailed tasks;
- 1.2 Participate and initiate meetings/ Focus Group Discussion with other relevant stakeholders as needed (e.g. other line ministries and other relevant stakeholders);
- 1.3 Submit detailed work plan and scope of study within 2 weeks of the contract commencement date;

Scope of work 2: Development of Background and Defining Vision, Mission and Objectives

- 2.1. Identify the background or problem statement for Wildlife Crime;
- 2.2. Defining Vision, Mission and Objective;
- 2.3. Defining priority activities;
- 2.4. Execution time /timeline;

PHASE 2

Scope of work 3: Development of National Strategy and Action Plan

- 3.1. Conduct FGD to collecting primary and secondary data and information on wildlife crime;
- 3.2. Identify/Map key stakeholders that play a significant role in managing wildlife crime;
- 3.3. Explanation and division of roles, functions and responsibilities of the parties;
- 3.4. Develop the roadmap/scheme for handling case of wildlife crime;
- 3.5. Develop Flowchart diagram of activities and interventions that are carried out.
- 3.6. Develop monitoring plan;
- 3.7. Develop action plan;
- 3.8. Draft of the SRAK P3SL document as an effort to prevent poaching and illegal distribution of protected wildlife. (recommendation for MoEF)

PHASE 3

Scope of work 4: Final Report

Submit draft final report prior to stakeholder meeting to discuss draft report containing all report produced in scope of work 1 to 3:

- 4.1 Conduct stakeholder meeting to discuss draft report for inputs and comments;
- 4.2 The report shall be an in-depth analysis and can be used as guidelines for handling wildlife crime by law enforcement agencies and related parties.
- 4.3 Availability of notes on the preparation process that can be used as learning material and reference documentation for the parties who are committed (made separately from SRAK P3SL document);
- 4.4 Finalize report based on all inputs and comments gathered from all stakeholders, UNDP and Ministry of Environment and Forestry and submit the report in English and Indonesian. The consultant shall submit a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available);

Scope of work 5: Ensuring multi stakeholder participations.

Within each scope of works mentioned above, the team of consultants are expected to ensure the active participation of government agencies, private sectors, academicians, local governments and local indigenous peoples, and non-governmental organizations.

H. Deliverables

- All forms of reports shall be developed in English with an excellent translation in the national language (Bahasa Indonesia).
- All reports must be presented first to Director General of Law Enforcement of Environment and Forestry, Ministry of Environment and Forestry of Indonesia for feedback and comments.
- These comments must be incorporated to the reports before the product's final approval by the project steering committee.
- The final reports must have an executive summary and Power Point presentation.

- The team of consultant shall submit the final report both in English and Bahasa Indonesia version in a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available).

I. Payment Schedule

Phase	Deliverable/Outputs	Duration of work	Output Progress	Due Date	Payment Schedule	Payment Amount
1	<ul style="list-style-type: none"> • Finalized Work Plan • Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives) 	1 month upon signing contract	30%	31 January 2019	February 2019	25% of total contract amount
2	Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	4 months upon signing contract	75%	30 April 2019	May 2019	50% of total contract amount
3	Final Report	5 months upon signing contract	100%	31 May 2019	June 2019	25% of total contract amount

J. Experience and Competencies

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

- Experience in wildlife conservation and biodiversity sectors. With detail as follows:
 - At least 5 years of experience working in national strategic management, conservation, forestry, environment, and/or biodiversity sector(s);
 - Knowledge in conservation and biodiversity business process;
 - Knowledge in wildlife crime;
 - Familiar with Indonesia's biodiversity and wildlife conservation sector's status, policies and regulations is preferred;
 - Knowledge in types and mechanisms of PA management financing and/or forestry.
- Experience in engaging government and private sectors, and designing/implementing multi-stakeholder engagement process leading to broad-based consensus and support:
 - At least 5 years of experience in designing and implementing multi-stakeholder projects.
- Experience in projects and programmes in Indonesia, especially in the selected sectors;
 - At least 5 years of relevant experience in conducting projects in Indonesia.
- Competencies in Project Management.
 - Focused on result responds positively to feedback;
 - Ability to deliver the expected report in timely manner; and
 - Demonstrate openness to change and ability to manage complexities.

K. Personnel

The companies that will work on this need to utilize the services of experienced professionals in the field of:

- Strategic Management and System Development to act as Team Leader;
- Analyst, with a background in biology, forestry, or geography (using statistical modelling);
- Wildlife conservation practitioners in Indonesia;

- Sociologist or cultural observer, who understands social interaction between society and the environment (wildlife);
- Criminologists, who understands the issue of crime against the environment (environment crime).

1. Personnel Qualification

Minimum requirements include:

a) Team leader (one person)

- Qualifications:
 - Master Degree (S2) or bachelor degree (S1) in the field of management
 - Experience in related fields for at least 8 years for master degree or 10 Years of experience for bachelor degree
 - Have a good understanding in the field of conservation or biodiversity and wildlife crime in Indonesia.
 - Have an understanding and knowledge about the issue of hunting and trafficking of protected wildlife (additional).
- Competencies:
 - Professionalism, integrity and commitment in the project;
 - The ability to motivate and form the scope of teamwork in supporting the achievement of goals;
 - Self-confidence in the ability to accept responsibility and accountability for decision making and action;
 - Creative and innovative in deconstructing and providing solutions to related issues;
 - Excellent time management capability, with the ability to deliver high quality outputs in the right time;
 - Sensitivity in building and maintaining partnerships, especially considering the focus of assignments in resource mobilization and proposal writing.

b) Analyst

- Qualifications:
 - Graduates of Bachelor (S1) or Masters (S2), preferably Biology or Forestry Graduates
 - Minimum 2 years experience (Master)/ 6 Years Experience (Bachelor) in coordinating research on biodiversity with a statistical approach.
 - Familiar with the use of statistics for biodiversity (population, ecology) research, including Vortex, MaxEnt, or others.
 - Can collaborate in teams, as well as individually.
 - Have a high spirit in testing and validating models to make accurate and consistent models.
- Competencies:
 - Independent, understand and accustomed to doing data processing and making data analysis reports.

- Prepare and use analytical programs to collect data and information related to illegal hunting and circulation of protected wildlife
- Identifying relationships and trends in the data, as well as influencing factors.
- Analyze and interpret statistical data to identify significant differences in the relationship between information sources.
- Report the results of statistical analysis, including information in the form of graphs, diagrams, and tables along with explanations that can be understood by society.

c) Conservation Practitioner

- **Qualifications:**
 - Graduates of Bachelor (S1) or Masters (S2), preferably Forestry Graduates.
 - Minimum 6 Years (Bachelor)/ 2 Years (Master) experience in the issue of wildlife crime.
 - Have certification of trainings related to wildlife crime.
 - Have a communication network in government and non-government institutions.
 - Experienced in providing training or presentations related to the conservation of wildlife domestically / or abroad.
 - Active in various wildlife conservation forums in Indonesia.
 - Have knowledge of CITES, IUCN, RAMSAR, CBD or other conventions related to environmental issues.
- **Competencies:**
 - Having the latest knowledge about wildlife conservation in Indonesia and globally, especially in the issue of wildlife crime in Indonesia.
 - Having experience being a keynote speaker in various national and international media related to wildlife conservation in Indonesia.
 - Experienced in making wildlife conservation strategy documents in Indonesia.
 - Known and has good relations with various relevant agencies, especially the Ministry of Environment.

d) Sociologist/Cultural Observer

- **Qualifications:**
 - Bachelor graduates (S1) in Sociology or Anthropology, preferably those who have a master's degree (S2) in a related field.
 - Have work experience in the field of sociology or anthropology for minimum 6 years (Bachelor)/ 2 years (Master) experience.
- **Competencies:**
 - Able to conduct research and analysis in the form of primary and secondary data needed.
 - Assist the team leader in preparing and organizing public hearings.
 - Identify and analyze the social conditions of the community.
 - Analyze the role of the community in development related to wildlife trade.

- Understanding the culture, traditions, or habits of the local people and their interactions with wildlife
- Analyzing social systems that must be accommodated in regional development in related fields (wildlife trade).
- Identifying the cultural values of the community that need to be accommodated in related fields (wildlife trade).

e) Criminologist

- Qualifications:
 - Bachelor graduates (S1) of Criminology, preferably Master Graduates (S2) with experience in a related field of minimum 6 years (Bachelor)/ 2 years (Master) experience.
 - Legal understanding and knowledge of the field of environmental crime (especially hunting and protection of protected wildlife) is an added value.
- Competencies:
 - Have a high understanding of the science of investigative techniques, investigation of Case Events, case investigations, and judicial proceedings.
 - Have a high understanding of crime prevention (crime prevention), including the ability to identify parties who commit crimes, cause of crime, prevent crime, and ways of mediating parties who have committed crimes.
 - Ability in the risk assessment of actors, rehabilitation methods, use of forensic interview strategies, and mediation skills.
 - Skills in debate in Criminology and Forensic Psychology that directly affect people at all points in the legal system.

f) Communication Specialist

- Qualifications:
 - Graduates of Bachelor (S1) in the field of Communication and Public Relations, preferably those who have Master's Degrees (S2) in related fields.
 - Have work experience in the field of communication, minimum 6 years (Bachelor)/ 2 years (Master) experience.
- Competencies:
 - Have a basic understanding of the issue of wildlife trade.
 - Able to communicate messages in various media.
 - Have the ability to conduct persuasion, lobbying and negotiation communication.
 - Broad insight into the scope of the organization.
 - Master interpersonal communication in overcoming pressure from the community and building customer trust.
 - Providing, serving and mastering information related to the organization and public services.
 - Mastering administrative matters in general, as well as understanding the organization and its relationship with the internal and external public.
 - Have insight and understanding of public and media characteristics.

- Have the ability to take decisions that are fast, intelligent and minimize negative impacts.
- Have managerial skills, issue management and information management.

2. Language Requirement

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

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

3. Composition of Key Staff

A guideline proposed staffing structure for the consulting team is given in the following Table. **Bidders should specify the amount of the time of key staff would spend in the field during project period.** The combined team's CV should clearly demonstrate experience in the above-mentioned disciplines. Bidders are encouraged to review and propose their own staffing schedule to match the project need. Bid submissions must include CVs for proposed staff

Suggested staffing structure and inputs

Description	Quantity	Unit	Number of Unit (Man. Days) in total	Remarks
Team Leader	1	Person	100	National Expert
Analyst	1	Person	100	National specialist
Conservation Practitioner	2	Person	100	National specialist
Sociologist/Cultural Observer	1	Person	100	National specialist
Criminologist	1	Person	100	National/International Specialist as advisor
Communication Specialist	1	Person	100	National/International Specialist as advisor
Total	7		600	

4. Other Selection Criteria

Given the urgency and on-going nature of the work, the Organization/Company must be available to start in January 2019.

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

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

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100
Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, 70%)

+ (FP Rating) x (Weight of FP, 30%)

Total Combined and Final Rating of the Proposal

LIST OF ANNEXES

ANNEX A. TIMELINE

ANNEX B. LIST OF EXPECTED MINIMUM NUMBER OF ACTIVITIES (WORKSHOP, SEMINAR, FGD, CONFERENCE OR SIMILAR)

ANNEX C. THEORY OF CHANGED DIAGRAM OF THE PROJECT COMBATTING ILLEGAL WILDLIFE TRADE

ANNEX A. TIMELINE

Description	Deliverable	Month				
		Des '18	Jan '19	Feb '19	Mar '19	Apr '19
Sign contract						
1.1. Facilitate kick off meeting(s) to get input from the parties and to discuss the detailed tasks;						
1.2. Submit detailed work plan and scope of study within 2 weeks of the contract commencement date;						
1.3. Participate and initiate meetings/ Focus Group Discussion / interview with other relevant stakeholders as needed (e.g. key person, other line ministries and other relevant stakeholders);						
1.4. Collecting primary and secondary data						
2.1. Identify the background or problem statement for Wildlife Crime;						
2.2. Defining Vision, Mission and Objective;						
2.3. Defining priority activities;						
3.1. Conduct FGD to propose draft report (collecting input)						
3.2. Identify/Map key stakeholders that play a significant role in managing wildlife crime in Indonesia;						
3.3. Explanation and division of roles, functions and responsibilities of the parties;						
3.4. Develop roadmap/scheme for handling case of wildlife crime Develop Flowchart diagram of activities and interventions that are carried out.						
3.5. Develop Flowchart diagram of activities and intervention that are carried out						
3.6. Develop monitoring plan and action plan						
3.7. Draft of the SRAC P3SL Document						
4.1. Conduct stakeholder workshop to discuss draft report for inputs and comments;						

4.2. Draft Final Report (The report shall be an in-depth analysis and can be used as guidelines for handling wildlife crime by law enforcement agencies and related parties). <i>note: Availability of notes on the preparation process that can be used as learning material and reference documentation for the parties who are committed (made separately from SRAK P3SL document);</i>							
4.3. Finalize report based on all inputs and comments gathered from all stakeholders, UNDP and Ministry of Environment and Forestry and submit the report in English and Indonesian. The consultant shall submit a file storage (i.e. USB or CD) containing soft copy of editable version of final report, all presentation, photos and video, all data and calculation, and simulation result (if available);							
Ensuring multi stakeholder participations. Within each scope of works mentioned above, the team of consultant is expected to ensure the active participation of government, private sector, academicians, local people, and NGO.							

Note: All schedule of activities are subject to discussion FGD, meetings and site visits: Refer to annex 2

ANNEX B. LIST OF EXPECTED MINIMUM NUMBER OF ACTIVITIES (WORKSHOP, SEMINAR, FGD, CONFERENCE OR SIMILAR)

No.	Item	Frequency	No of Days	Location
1.	FGD: For validating work plan of the consultant Conduct in: 4 Star Hotel In Jakarta, 15-20 participant.	1	2	Jakarta
2.	Kick off Meeting	1	1	Jakarta
	- Interview key person related wildlife crime (5 Person, In Jakarta) - Collecting primary and secondary data on wildlife crime (To LIPI, BARESKRIM, Other Research Centre) - Serial FGD (2 times FGD, 2 times in Jakarta 1 time in Bogor. 15-20 Participants)	3		Jakarta
3.	Final Stakeholder Meeting (Four Star Hotel in Jakarta 30 Participants)	1	2	Jakarta
4.	Site Visit (3 Person)	3	6	Medan, Surabaya, Bitung
5.	Public Consultation at site (3 Person, 1 FGD in each time each site)	3	6	Medan, Surabaya, Bitung
6.	Wrap Up Workshop (5 Star Hotel In Jakarta, 50 Participants)	1	1	Jakarta

Note: The table represents minimum scenario in relation to number of activities and the grouping of sub-sectors within each scope of work. The team of consultants is expected to design and estimate the grouping, or the number of stakeholder consultations and site visits needed in each scope of work, by referring to the table. The site visits shall only be conducted on the sub-sectors which are considered necessary to conduct field visits for the purposes of sampling, data collection and/or data confirmation. The team of consultants shall cover the costs for accommodation, travelling to and transportation within Indonesia. Routine home-office costs for materials, printing, telecommunication, etc. are considered to be covered within the team of consultant's remuneration. The cost of meeting packages will be borne by the consultants.

ANNEX C. THEORY OF CHANGED DIAGRAM OF THE PROJECT COMBATTING ILLEGAL WILDLIFE TRADE

