



REQUEST FOR PROPOSAL (RFP)

To: All Interested Bidder	DATE: April 15, 2019
	REFERENCE: RFP/UNDP/EU-NASTRA CIWT/56849/002/2019 The Development of National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia (Nastra CIWT) - RE-ADVERTISEMENT

Dear Sir / Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to the Request for Proposal RFP/UNDP/EU-NASTRA CIWT/56849/002/2019 The Development of National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia (Nastra CIWT).

Detailed Terms of Reference as well as other requirements are listed in the RFP available on UNDP ATLAS e-Tendering system" (<https://etendering.partneragencies.org>) **Event ID: 3628**

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with RFP requirements, through UNDP ATLAS e-Tendering system and by the deadline indicated in <https://etendering.partneragencies.org>.

NOTE! The Financial Proposal and the Technical Proposal files **MUST BE COMPLETELY SEPARATE** and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal. **NOTE: DO NOT ENTER PROPOSAL PRICE IN THE SYSTEM, INSTEAD ENTER ONE.**

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it is submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. In case of any discrepancies deadline indicated in the system shall prevail.

Kindly ensure that supporting documents required are signed and stamped and in the .pdf format, and free from any virus or corrupted files and **FINANCIAL PROPOSAL IS PASSWORD PROTECTED. NOTE! The File name should contain only Latin characters (No Cyrillic or other alphabets).**

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" button no later than **16 April 2019**. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have not registered in the system before, you can register now by logging in using:

username: event.guest
password: why2change

The step by step instructions for registration of bidders and quotation submission through the UNDP ATLAS e-Tendering system is available in the "Instructions Manual for the Bidders", attached. Should you require any training on the UNDP ATLAS e-Tendering system or face with any difficulties when registering your company or submitting your quotation, please send an email to rida.trisna@undp.org cc: yusef.millah@undp.org

Please note that ATLAS has following minimum requirements for password:

1. Minimum length of 8 characters.
2. At least one capital letter.
3. At least one number.

New bidder registering for first time, system will not accept any password that does not meet the above requirements and thus registration cannot be completed.

For already existing bidders whose current password does not meet the criteria, when signing in, system will prompt you to change the password, and it will not accept a new password that does not meet requirement.

The user guide and videos are made available to bidder in the UNDP public website in this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Bidder can also access below instruction from youtube with link below:
<https://www.youtube.com/watch?v=Trv1FX6reu8&feature=youtu.be>

The bidders are advised to use Internet Explorer (Version 10 or above) to avoid any compatibility issues with the e-tendering system.

No hard copy or email submissions will be accepted by UNDP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Sincerely yours,



Martin Stephanus Kurnia
Procurement Analyst
4/15/2019

Annex 1

Description of Requirements

Context of the Requirement	The Development of National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia (Nastra CIWT)
Implementing Partner of UNDP	Ministry of Environment and Forestry (Directorate General of Law Enforcement on Environment and Forestry)
Brief Description of the Required Services ¹	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. To overcome the problem of crime against protected wildlife, it is necessary to develop a "National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia" (Nastra CIWT) 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. Nastra CIWT 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 for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia" (Nastra CIWT).

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.

List and Description of Expected Outputs to be Delivered	Phase	Deliverable /Outputs	Due Date	
	1	- Finalized Work Plan - Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives)	30 May 2019	
	2	Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	30 August 2019	
	3	Final Report	30 October 2019	
Person to Supervise the Work/Performance of the Service Provider	National Project Director			
Frequency of Reporting	Please refer to ANNEX 3			
Progress Reporting Requirements	As stated at the payment terms			
Location of work	✓ At Contractor's Location			
Deadline of submission	✓ 22 nd April 2019 @ 2300 hour (GMT+7)			
Expected duration of work	Five (5) months			
Target start date	May 2019			
Latest completion date	October 2019			
Travels Expected	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s
	Medan	6 days for each locations	Identify/Map key stakeholders that play a significant role in managing wildlife crime in Indonesia and public consultation	May, August, October 2019
	Makassar	6 days for each locations	Identify/Map key stakeholders that play a significant role in managing wildlife crime in Indonesia and public consultation	May, August, October 2019
	Surabaya	6 days for each locations	Identify/Map key stakeholders that play a significant role in managing	May, August, October 2019

			wildlife crime in Indonesia and public consultation	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	✓ Required			
Names and curriculum vitae of individuals who will be involved in completing the services	✓ Required			
Currency of Proposal	Local Currency IDR for Local Bidders & USD			
Value Added Tax on Price Proposal ²	must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals (Counting for the last day of submission of quotes)	✓ 90 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	✓ Not permitted			
Payment Terms ³	Outputs	Percentage	Timing	Condition for Payment Release
	Finalized Work Plan	25 %	Duration: 1 months Due date: May 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.
	Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives) Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	50 %	Duration: 3 months Due date: August 2019	

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.

	Final report	25 %	Duration: 1 month Due October 2019	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Approval by: 1. Directorate General of Law Enforcement, Ministry Environment and Forestry. 2. Program Manager of NRM Cluster or Technical Officer of UNDP			
Type of Contract to be Signed	✓ Contract for Professional Services			
Criteria for Contract Award	✓ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ✓ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	Technical Proposal (70%) ✓ Expertise of the Firm 30% ✓ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% ✓ Management Structure and Qualification of Key Personnel 40% NOTE: only bidder(s) who received minimum of 70 points where the financial proposal will be opened Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
Documents to be submitted	✓ Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;			
UNDP will award the contract to:	✓ One Service Provider			
Annexes to this RFP ⁴	✓ Description of Requirement (Annex 1) ✓ Form for Submitting Service Provider's Proposal (Annex 2) ✓ Terms of Reference (Annex 3) ✓ General Terms and Conditions/Special Conditions (Annex 4) ⁵			
Contact Person for Inquiries (Written inquiries only) ⁶	rida.trisna@undp.org cc. yusef.millah@undp.org Any delay in UNDP's response shall not be 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.			

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.

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.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

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

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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

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

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

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Phase 1: - Finalized Work Plan - Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives)	25 %	
2	Phase 2: Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	50 %	
3	Phase 3: Final report	25 %	
	Total	100%	

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

E. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
a. Team Leader				
b. Analyst				
c. Wildlife Management Specialist				
d. Environmental & Forestry Law Specialist				

e. Criminologist				
f. Communication Specialist				
g. Other: (please specify in detail).....				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others: (please specify in detail)				
III. Other Related Costs				

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

ANNEX 3

Term of Reference (TOR)

The Development of National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia (Nastra 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 (Nastra 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 Manager of CIWT
- Location : Menara Thamrin, Jl. M.H. Thamrin No.3, Jakarta Pusat
- Expected place of travel : As listed in Attachment 2
- Duration of contract : The expected duration of the contract is 5 (five) months upon contract signing by both parties
- Provision of support services :
- Location : Yes ☒ ☐
- Equipment (laptop etc.) : Yes ☐ ☒
- Secretarial Services : Yes ☐ ☒

Terminology of this TOR

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

Wildlife crime	: 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. 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. 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. Crime against protected animals (Law No. 5 of 1990) 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
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		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.
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: 1. Ministry of Environment and Forestry 2. Ministry of National Development Planning 3. Ministry of Finance 4. Ministry of Agriculture 5. Ministry of Transportation 6. Ministry of Trade 7. Attorney General's Office 8. Indonesia's Corruption Eradication Commission (KPK) 9. Financial Transaction Analysis and Reporting Centre (PPATK) 10. The Indonesian Institute of Sciences 11. Indonesian National Police 12. Local governments at the provincial, district, and city level surrounding three sites 13. Private sectors/Industries/companies and financing associations as the business actors 14. NGOs that are related to wildlife trade research, campaign, and monitoring 15. Individuals/institutions that are related to wildlife trade research, campaign, and monitoring
Government Policy	:	- 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. - The target wildlife are wild animals that are protected under existing laws, such as Government Regulation No. 7 of 1999, Government Regulation No. 45 of 2004, Ministerial Regulation 92/2018.

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 is 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 countries to tackle transnational crime.

To overcome the problem of crime against protected wildlife, it is necessary to develop a **"National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia"** (Nastra CIWT) 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. Nastra CIWT 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 for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia"** (Nastra CIWT).

Context of this TOR

The selected consulting firm will facilitate the process of preparing and completing **"National Strategy and Action Plan for Combatting Illegal and Unsustainable Trade in Endangered Species in Indonesia"** (Nastra CIWT) documents. The 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, Directorate General of Customs and Excise, Ministry of Finance of the Republic of Indonesia, Ministry of Agriculture of the Republic of Indonesia, 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 Combatting Illegal and Unsustainable 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;

- Flowchart diagram of activities and interventions that are carried out;
- The measurement of activities impact / effectiveness of interventions;
- Action Plan
- Monitoring Plan
- 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;
- as specified above list 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 throughout 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. DG Environment and Forestry Law Enforcement, MoEF
2. DG Conservation of Natural Resource and Ecosystem, MoEF
3. Forest and Environment Agency on Research and Innovation, MoEF
4. Republic of Indonesia National Police
5. Directorate General of Customs and Excise, Ministry of Finance of the Republic of Indonesia
6. Attorney General's Office of the Republic of Indonesia
7. Republic of Indonesia Corruption Eradication Commission (KPK)
8. Financial Transaction Analysis and Reporting Centre (PPATK)
9. Indonesian Institute of Sciences (LIPI) and
10. Non-Government Organizations ("NGOs") that deal with the protection of wildlife (including indigenous people alliance)

G. Scope of Work

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

PHASE 1

Scope of work 1: Initial preparation

- 1.1 Preparing and present in the kick off meeting(s) to get input from the parties and to discuss the detailed tasks. (The meeting will be facilitated by CIWT Project)
- 1.2 Participate and initiate meetings/ Focus Group Discussion with other relevant stakeholders as needed (eof.g. other line ministries and other relevant stakeholders);
- 1.3 Submit detailed work plan and scope of study within 3 weeks of signing contract by both parties;

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. 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 Nastra CIWT 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 Preparing present, and lead a stakeholder meeting to discuss draft report for inputs and comments; (The meeting will be facilitated by CIWT Project)
- 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 Nastra CIWT 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); (The meeting final report presentation report will be facilitated by CIWT Project)

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, , and non-governmental organizations (including indigenous people alliance) listed in subheading F mentioned above

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).

H. PAYMENT SCHEDULE

Phase	Deliverable/Outputs	Duration (in months)	Output Progress	Due Date	Payment Schedule	Payment Amount
1	- Finalized Work Plan - Draft report 1 covering scope of work 2 (development of background and defining vision, mission and objectives)	1	30%	30 May 2019	Within three weeks upon signing contract	25%
2	Second draft report covering scope of work 3 (Development of National Strategy and Action Plan)	3	75%	30 August 2019	11 September 2019 (subject to approval by DG Gakum and Technical Officer of UNDP)	50%
3	Final Report	1	100%	30 October 2019	10 November 2019 (subject to approval of final report by DG Gakum and Technical Officer of UNDP)	25%

I. REQUIRED EXPERIENCE AND QUALIFICATIONS:

1. Company / Organization

The UNDP is seeking an organization/company, with the following requirements:

1. Experience in wildlife conservation and biodiversity sectors.

- At least 3 years of experience working in national strategic management, law enforcement, conservation, forestry, environment, and/or biodiversity sector(s);
- Knowledge in conservation and biodiversity law enforcement business process;
- Knowledge in wildlife crime;
- Familiar with Indonesia's environmental and forestry law enforcement, biodiversity and wildlife conservation sector's status, policies and regulations is preferred;
- Knowledge in types and mechanisms of PA management financing and/or forestry.

2. Experience and expertise in engaging government and private sectors, and designing/implementing multi-stakeholder engagement process leading to broad-based consensus and support with
At least 3 years of experience in designing and implementing multi-stakeholder projects.
3. Experience in projects and programmes in Indonesia and ability to work effectively in Indonesia, especially in the selected sectors At least 3 years of experience in conducting projects in Indonesia.
4. Good project management ability.
 - 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.

J. Personnel:

The companies should have experienced professionals in the field of:

- Strategic Management and System Development to act as Team Leader;
- Analyst, with a background in biology, or forestry;
- Wildlife Management Specialist;
- Environmental and Forestry Law Specialist;
- Criminologists, who understand the issue of crime against the environment (environment and forestry crime).
- Communication Specialist

1. Personal Education

Minimum requirements include:

a) Team leader/Strategic Management (one person)

- Qualifications:
 - Minimum master's degree (S2) in the field of environment management or forest management, with experience in related fields for at least 5 years.
 - Have a good communication network with related government and non-government institutions.
 - Have knowledge of various wildlife conservation forums in Indonesia.
 - Have knowledge of CITES, IUCN, RAMSAR, CBD or other conventions related to wildlife conservation management issues.
- 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;
 - Can collaborate in teams, as well as individually.

- 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, Forestry, or environmental science Graduates
 - Minimum 5 years' experience for bachelor's degree and 2 years for Master Degree 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.
 - 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.
 - Analyse 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) Wildlife Management Specialist

- Qualifications:
 - Graduates of Bachelor (S1) or Masters (S2), preferably Biology or Forestry Graduates.
 - Minimum 5 years' experience for bachelor's degree and 2 years experience for Master Degree in the issue of wildlife management.
 - Experienced in providing training or presentations related to the management of wildlife domestically / or abroad.
 - Active in various wildlife conservation forums in Indonesia.
 - Familiar with CITES, IUCN, RAMSAR, CBD or other conventions related to wildlife conservation management issues.
- Competencies:
 - Having the latest knowledge about wildlife trafficking in Indonesia and globally, especially in the issue of illegal hunting and circulation of wildlife.

- Having experience being a keynote speaker in various national and international media related to wildlife trafficking in Indonesia.
- Experienced in making wildlife trafficking monitoring strategy documents in Indonesia.
- Known and has good relations with various relevant agencies, especially the Ministry of Environment.

d) Environmental and Forestry Law Specialist

- Qualifications:
 - Bachelor graduates (S1) in Law, preferably those who have a master's degree (S2) in Forestry Law or Environmental Law
 - Have work experience in the field of environmental law or forestry law for at least 5 years for Bachelor Degree and 3 years for Master Degree.
- 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 analyse the environmental law implementation in Indonesia.
 - Analyse the role of environmental laws in development related to wildlife trade.
 - Understanding the state of wildlife law enforcement in Indonesia

e) Criminologist

- Qualifications:
 - Bachelor graduates (S1) of Criminology, preferably Master Graduates (S2) with experience in a related field of at least 5 years for Bachelor Degree and 2 years for Master Degree in Forestry Crime or Environmental Crime.
 - 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, preferably those who have Master Degrees (S2) in communication.
 - Have work experience in the field of communication, at least 5 years for Bachelor Degree and 2 years for Master Degree.
- 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 in the format given in the Attachment II "Technical Proposal Format", Section 3: Personnel

Suggested staffing structure and inputs

Description	Quantity	Unit	Number of Unit (Man. Days) in total	Remarks
Team Leader	1	Person	100	National or International specialist
Analyst	1	Person	100	National or International specialist
Wildlife Management Specialist	1	Person	100	National or International specialist
Environmental Law Specialist	1	Person	100	National specialist
Criminologist	1	Person	100	National or International Specialist
Communication Specialist	1	Person	50	National specialist
Total	6	Persons	550	

4. Other Selection Criteria

Given the urgency and on-going nature of the work, the Organization/Company must be available to start in Mid of second quarter 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 Annex I – Description of Requirement; page 6. 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%. (clarification to UNDP cq Procurement)

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

Rating the Technical Proposal (TP):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

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

Total Combined and Final Rating of the Proposal

LIST OF ATTACHMENTS

ATTACHMENT 1: TIMELINE

ATTACHMENT 2: LIST OF EXPECTED MINIMUM NUMBER OF ACTIVITIES (WORKSHOP, SEMINAR, FGD, CONFERENCE OR SIMILAR)

ATTACHMENT 1. TIMELINE

Description	Deliverable	Month					
		May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19
Sign contract		W1					
1.1. Facilitate kick off meeting(s) to get input from the parties and to discuss the detailed tasks;	Minutes of Meeting						
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);	Minutes of Meeting						
1.4. Collecting primary and secondary data	Data Compilation						
2.1. Identify the background or problem statement for Wildlife Crime;	Draft Report						
2.2. Defining Vision, Mission and Objective;	Draft Report						
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 Nastra CIWT 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 Nastra CIWT 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);	Final Report								
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 Attachment 2

ATTACHMENT 2. LIST OF EXPECTED MINIMUM NUMBER OF ACTIVITIES (WORKSHOP, SEMINAR, FGD, CONFERENCE OR SIMILAR)

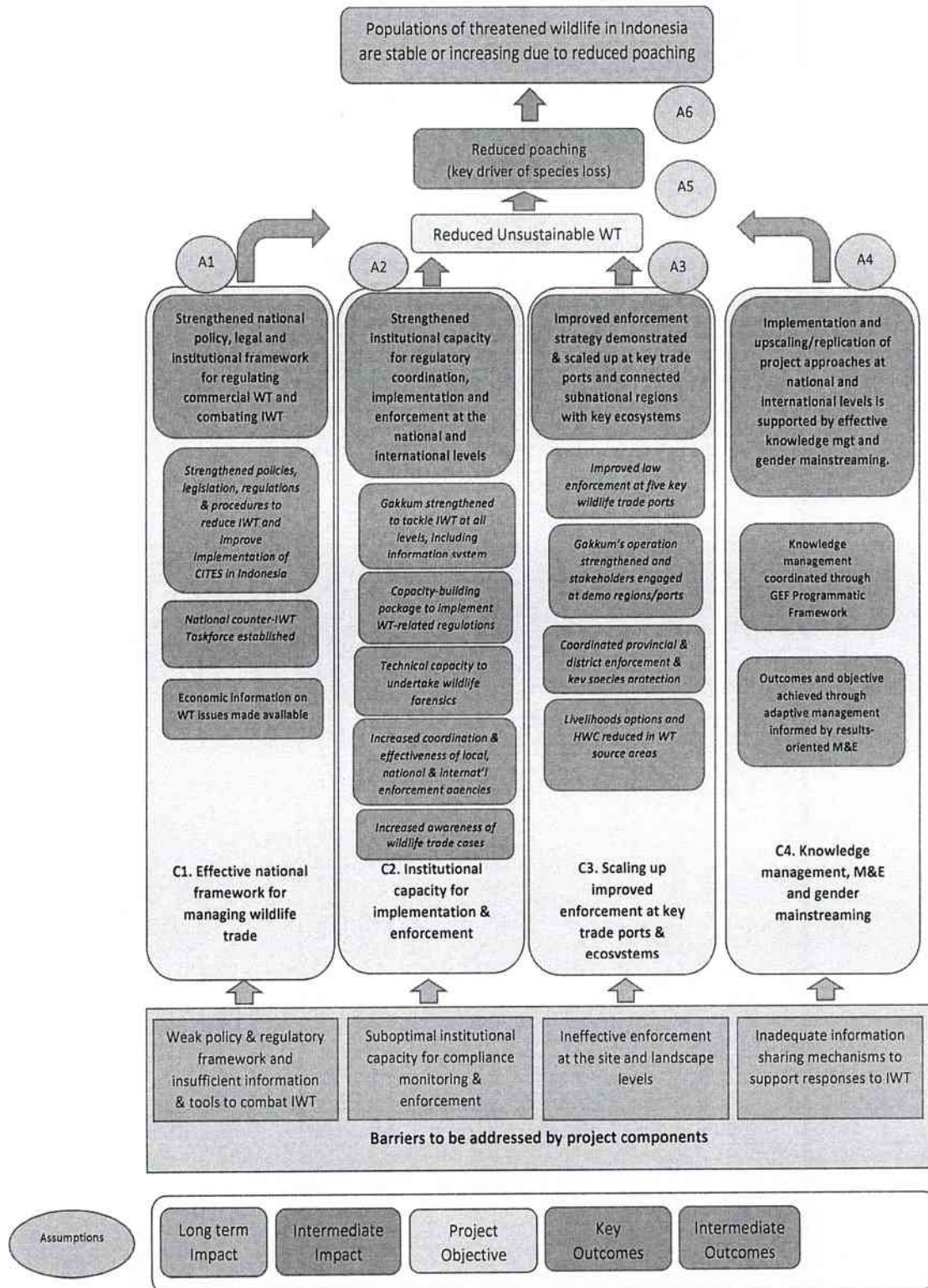
No.	Item	Frequency	No of Days	Location
1.	FGD: For validating work plan of the consultant	1	2	Jakarta
2.	Kick off Meeting	1	1	Jakarta
	- Interview key person related wildlife crime - Collecting primary and secondary data on wildlife crime - Serial FGD	3	20	Jakarta
3.	Final Stakeholder Meeting	1	1	Jakarta
4.	Site Visit	3	6	Medan, Surabaya, Bitung/Makassar
5.	Public Consultation at site	3	6	Medan, Surabaya, Bitung/Makassar
6.	Wrap Up Workshop	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 "From" and "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.

ATTACHMENT 3

ATTACHMENT 3. THEORY OF CHANGED DIAGRAM OF THE PROJECT COMBATTING ILLEGAL WILDLIFE TRADE



ANNEX 4

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.