



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

UNITED NATIONS DEVELOPMENT PROGRAM – PACIFIC OFFICE	DATE: August 11, 2022
	REFERENCE: RFP/FJI10-010-2022

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consortium of Consultants to conduct an Integrated Mediation, Dialogue and Multi-Party Process for Climate Change Impacted Communities

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

Proposals may be submitted on or before **Thursday, August 25, 2022**, and via email etenderbox.pacific@undp.org:

United Nations Development Programme
Pacific Office in Fiji
Attention: Elena Wakolo
elena.wakolo@undp.org

Your Proposal must be expressed in the English, and valid for a minimum period of 90 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

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

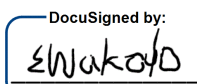
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

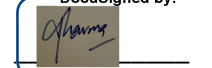
Thank you and we look forward to receiving your Proposal.

Issued By:

DocuSigned by:

21A8A70355D242C...

Elena Wakolo
Procurement Associate

Approved By :
DocuSigned by:


88A23A00B44FB...

Vinay Sharma

Team Leader Finance
Operations O.I.C

Annex 1

Description of Requirements

Context of the Requirement	The Climate Security in the Pacific project represents the first multi-country initiative of its kind in the region and proposes concrete assessment and actions at all levels to tackle climate-related security risks. Focusing on empowering low-lying atoll nations, in particular Tuvalu, the Republic of the Marshall Islands and Kiribati, the project addresses the security threats linked to climate change by strengthening the understanding, implementation and coordination of risk management strategies for key climate-related security risks.
Implementing Partner of UNDP	Gov of Kiribati, Tuvalu and Republic of Marshall Islands
Brief Description of the Required Services ¹	The contracted organization will explore integrated methodologies for addressing challenges and local disputes related to climate change and climate security risks in the Pacific using culturally accepted approaches, combining global good practices with traditional locally rooted processes.
List and Description of Expected Outputs to be Delivered	<p>This assignment should be completed within 3 months period. The main outputs the organization will work on will be:</p> <ul style="list-style-type: none"> • Convene inception meetings with the Climate Security Project team including the country coordinators in each country, as well as the UN peacebuilding team and based on undertaken discussion develop a realistic workplan covering the scope of work within proposed duration • Develop a Facilitator Guide that is tested at community level work and finalized through the conducted training, within the scope of work as defined in the TOR • Conduct a training (virtual) using the developed methodology and facilitator guide, involving identified local stakeholders and mediation practitioners in the three pilot countries under the Climate Security Project (Kiribati, Republic of Marshall Islands and Tuvalu). • Develop a final report, including details of the followed steps, a collection of lessons learnt and good practices under the intervention and practical recommendation for the replicability and possible up-scaling of proposed methodology and

¹ A detailed TOR is may be attached ad Annex 4.

	developed tools for local climate security related conflict resolution to other locations in the Pacific.
Person to Supervise the Work/Performance of the Service Provider	<i>Project Manager- Climate Security Project</i>
Frequency of Reporting	<i>Fortnightly Meeting on Progress</i>
Progress Reporting Requirements	Completion of final Reports as per the deliverables
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	3 months
Target start date	10 th September 2022
Latest completion date	10 th December 2022
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i> n/a
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days

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

	<input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms ³	As mentioned in Terms of Reference – refer Annex 4
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager – Climate Security Project / Deputy Team Leader-Resilience and Sustainable Development Team
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 20% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%

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.

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

	<u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ⁷ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁸	<i>Ms. Elena Wakolo</i> <i>Procurement Associate, UNDP Pacific Office, Suva Fiji.</i> elena.wakolo@undp.org 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.
Other Information [pls. specify]	

⁶ 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.

⁸ 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 PROPOSAL⁹***(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)***

[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.

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

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

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

[Designation]

[Date]

Annex 3***General Terms and Conditions for Services*****1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing

to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference for Consortium of Consultants through Request for Proposal

Services/Work Description: Consortium of Consultants to conduct an Integrated Mediation, Dialogue and Multi-Party Process for Climate Change Impacted Communities

Project/Programme Title: Climate Security in the Pacific Project

Consultancy Title: Consultant – Climate-induced Mediation

Duty Station: Home Based, with some travel expected (depending on borders opening)

Duration: 60 working days (September – December 2022)

Expected start date: 10th September 2022

1. BACKGROUND

The connection between climate change and human security is complex and multilayered and crosses with political, social, environmental, economic, and demographic factors. Climate change is often mentioned as an ultimate "threat multiplier", aggravating already fragile situations and potentially contributing to further social tensions in some parts of the world.

In the Pacific, the human security risks associated with climate-related disasters are not a distant future scenario but are already a reality for the majority of Pacific people. Pacific leaders, through the 2018 Boe Declaration, have recognized climate change as the single greatest threat to the livelihoods, security, and well-being of the Pacific. Although climate change is cited as the most significant security threat to the Pacific, its likely effects on security and potential conflict are yet to be widely explored by the international and regional organizations present on the ground.

These fragility and instability risks will affect men, women, and youth differently, and vary across the region both according to timeframes under consideration and depending on the country contexts. Emerging critical climate security risks that Pacific Small Island Developing States face include impacts on human mobility, including displacement; potential for social tension linked to natural resource access and use; threats to food and water security, human health and productivity; and threats to territorial integrity and maritime boundaries due to sea-level rise.

Climate-related security risks affecting the Pacific will require greater examination, monitoring and coordinated action by many stakeholders at all levels to prevent potential irreversible economic, social, cultural, and environmental damage with a range of potential security implications and a direct impact on social cohesion.

A practical and tailored response is needed to the region's unique political, economic, cultural, environmental and development circumstances to avoid reaching critical thresholds for social conflict and exhausting coping capacities.

Funded by the Peace Building Fund of the UN Secretary General, the 2-year Climate Security in the Pacific project responds to potential security implications by providing capacity to Pacific countries, with a focus on low-lying Atoll Nations, to assess, better understand and address their critical climate security challenges. This will be achieved through the: application of tailored climate security assessment approaches; inclusive youth and gender sensitive dialogues; partnership with a range of stakeholders operating across the aspects of climate security and supporting the uptake of key findings in relevant national, regional, and international policy and resourcing

strategies. These activities will add value through key regional frameworks and initiatives such as the Boe Declaration and Action Plan. The project is designed as a catalytic intervention to both strengthen the capacity for global advocacy as well as capacity to plan and respond to challenges at the community, national and regional level in Pacific Small Islands Developing States (SIDS). The project has three main outcomes that are geared towards: (i) empowering atoll states and regional actors to assess and address security threats of climate change; (ii) strengthening understanding, articulation and addressing of key climate related security risks with a focus on atoll nations and key climate security areas emerging in the region; and (iii) stronger advocacy by atoll nations and PICs in global forum for combatting climate change through greater emphasis on its impact on peace and security. The Climate Security in the Pacific project commenced implementation in July 2020 and is scheduled to operationally complete in December and financially complete in February 2023.

2. CONTEXT, PURPOSE, SCOPE OF WORK, AND RESPONSIBILITIES

Overall Context for Mediation Training and Climate Security in the Pacific

Since the Biketawa Declaration (2000), that constitutes the main framework for coordinating response to regional crises, the vulnerability of Pacific countries to security threats, and the importance of cooperation and peaceful mediation in dealing with such threats has been acknowledged. The declaration highlights the need of resolving all conflicts by peaceful means, including the use of Third-Party Mediation for arising disputes.

With the Boe Declaration, agreed in 2018, Pacific leaders have expanded the definition of security, recognizing climate change as the single greatest threat to the livelihoods, security, and well-being of the Pacific. Critical climate-related security risks that Pacific Small Island Developing States face include impacts on human mobility, including displacement; potential for social tension linked to natural resource access and use; threats to food security, human health, and productivity; and threats to territorial integrity and maritime boundaries due to sea-level rise.

While climate security was not formally on the agenda of the UNFCCC COP26, it featured in several side events and received more attention than at past UN climate conferences. Advocacy by Pacific countries and other SIDS raised the profile of key climate security linkages, including issues around maritime boundaries and reduced Exclusive Economic Zone (EEZ), as well as conflicts over natural resources threatened by sea level rise and saltwater intrusion. Pacific Island Forum Leaders endorsed the Declaration on Preserving Maritime Zones in the face of Climate Change-related Sea-level rise, signaling deep mutual commitment and a strong and decisive step to safeguard the homes and interests of the Pacific peoples, and maintain peace and security. Given the outcomes of COP26 and looking ahead to COP27, further efforts are needed to develop effective climate security responses at the national, regional, and international levels.

Pacific Islands countries have been involved in global inter-governmental processes for many years and have reached important achievements through negotiations processes. The continuous capacity development opportunities provided to Pacific negotiators have contributed to these achievements in the past. However, when it comes to climate security risks, more needs to be done to understand and map the drivers and dynamics of potential insecurities and conflicts in the region. While several capacity building initiatives have been held on ‘conflict prevention, resolution, peace and development’ in the region, centred on negotiating for peaceful mediation and peaceful transitions from conflict situations into democracy, initiatives focused on climate security have been rare. There have been no records of capacity development initiatives who had climate security mediation at its core, so far.

Purpose

The proposed Climate Security Mediation Training is an attempt to fill this existing gap and to respond to a regional priority, as recognized by Pacific leaders in regional and international fora. It tries to build and mobilize local conflict resolutions capacities to resolve disputes that will likely increase in the nearby future with the worsening of climate change impact on Pacific communities, while also considering power imbalances coming from gender disparities.

As such, the Climate Security Training constitutes an advancement of the Biketawa Declaration and it directly contributes to the implementation of the Boe Declaration Action plan, to the Strategic Action 1 (iv) and its related indicator.

Scope of Work and Responsibilities

The contracted organization will explore integrated methodologies for addressing challenges and local disputes related to climate change and climate security risks in the Pacific using culturally accepted approaches, combining global good practices with traditional locally rooted processes.

Based on good practices and lessons learnt, the contracted organization will:

1. Develop an integrated methodology for addressing local disputes arising from local climate change challenges and climate security risks, that will include engaging in customary dialogues that are commonly used in the Pacific and relying on promotion of multi-party facilitation for addressing those climate-induced local conflicts.
2. Test the methodology in a selected location in the Pacific where local disputes are undergoing or very likely to occur in a nearby future, in agreement with UNDP and relevant climate security project counterparts, after conducting a thorough analysis of possible local vulnerabilities as well as identifying main risks and mitigation measures, deriving from engagement in the mentioned location.
3. Based on the developed and tested methodology, develop a Facilitator Guide for supporting capacity building initiatives on peaceful local dispute resolution for local climate induced related conflicts.
4. Undertake a stakeholder mapping exercise to identify key focals in each of the pilot countries (Tuvalu, Kiribati and Republic of Marshall Islands) under the project, in close collaboration with Country coordinators and government counterparts, to be involved in a capacity building initiative on local climate security related conflicts resolutions (min 5 people per each of the country), including representative from local organizations and local leaders, among others.
5. Convene a Training (to be conducted virtually) with identified stakeholders. This includes the development of an agenda, participant list, training materials and presentations and evaluation of training effectiveness, among others.
6. Based on the conducted training, that will serve as opportunity for testing and validating, finalize the developed Facilitator Guide and related materials.

This assignment should be completed within 3 months period. The main outputs the organization will work on will be:

- Convene inception meetings with the Climate Security Project team including the country coordinators in each country, as well as the UN peacebuilding team and based on undertaken discussion develop a realistic workplan covering the scope of work within proposed duration
- Develop a Facilitator Guide that is tested at community level work and finalized through the conducted training, within the scope of work as defined in the TOR
- Conduct a training (virtual) using the developed methodology and facilitator guide, involving identified local stakeholders and mediation practitioners in the three pilot countries under the Climate Security Project (Kiribati, Republic of Marshall Islands and Tuvalu).
- Develop a final report, including details of the followed steps, a collection of lessons learnt and good practices under the intervention and practical recommendation for the replicability and possible up-scaling of proposed methodology and developed tools for local climate security related conflict resolution to other locations in the Pacific.

3. Expected Outputs and deliverables

Deliverables		Due date	Payment structure
1	Inception Report	20 September 2022	10%

2	Facilitator Guide that is tested at community level work and finalized through the conducted training, within the scope of work as defined in the TOR	15 October 2022	20%
3	Training of stakeholders and mediation focal points (virtual) using the developed methodology and facilitator guide as described above. This includes the development of an agenda, participant list, and drafting/finalization of training report.	15 November 2022	35%
4	Final report, including details of the followed steps, a collection of lessons learnt and good practices under the intervention and practical recommendation for the replicability and possible up-scaling of proposed methodology and developed tools for local climate security related conflict resolution to other locations in the Pacific.	10 December 2022	35%

4. Institutional arrangements/reporting lines

Accountability and reporting:

The Consultant will report to the Project Manager for Climate Security Project, UNDP Pacific Office in Fiji. All reports should be provided in both printed and electronic versions in English language, with the detailed description of the fulfilled tasks, according to the present Terms of Reference, and the direct contribution of the expert. Analytical documents, reports and notes developed by experts should be attached to the reports as annexes, which will serve as a justification for payment.

Inoculations/Vaccinations

Consultants/Contractors may be required to have vaccinations/inoculations when travelling to certain countries,. The cost of required vaccinations/inoculations, when foreseeable, must be included in the financial proposal.

5. Experience and qualifications

The consortium of consultants must be a registered entity in any country with at least 2 years of experience in the relevant expertise area.

The proposal should accompany with a methodology, workplan and timelines (Gantt chart) for the implementation of these activities.

Proposed consultants must have the below mentioned experience and qualifications:

- **I. Academic Qualifications:** Minimum Master's Degree in conflict resolution, peacebuilding, and development studies or social sciences.
- **II. Years of experience:** The consultant must have proven track record and experience in conflict resolution, and peacebuilding of a similar or related assignment. This should be backed up by the number of similar research that has been conducted by the individual or the consortium of consultants. Minimum experience of 10 years in conducting conflict resolution and peacebuilding using participatory methodologies.

- III. Language: Demonstrated ability to write high quality, methodologically sound, analytical papers in English.
- IV. Competencies: Excellent organizing, facilitating, presentation, communication, and report writing skills. Experience using peacebuilding methodologies will be considered an asset.
- Knowledge of UN procedures and gender strategies will be additional asset.
- Good report writing skills, proven by evidence.
- Familiarity with the political, economic, social and climate-induced conflict situations in Pacific – RMI, Tuvalu and Kiribati would be an asset.

6. Payment Modality

Contracts based on lump-sum

The financial proposal shall specify instalments and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR. To assist the requesting unit in the comparison of financial proposals, the financial proposal will include a breakdown of each of the four instalments' amounts.

Endorsed By
DocuSigned by:

Winifereti Mainoca

Winifereti Mainoca

Deputy Team Leader -RSD