



## REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: February 9, 2018
	REFERENCE: RFP/GEF/2018/01

Dear Sir / Madam:

We kindly request you to submit your Proposal for Develop Strategy to implement strategic projects that catalyze the broader adoption of successful SGP-supported technologies, practices or systems for the SGP Upgrading Country Programme in Sri Lanka.

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

Proposals may be submitted on or before **2pm Tuesday, February 27, 2018** and via courier mail or hand delivery to the address below:

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

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days from the bid closing date.

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Nilmini Jayatilake*  
Procurement Associate  
2/9/2018

### Description of Requirements

Context of the Requirement	Develop Strategy to implement strategic projects that catalyze the broader adoption of successful SGP-supported technologies, practices or systems for the SGP Upgrading Country Programme in Sri Lanka.
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services <sup>1</sup>	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers in Sri Lanka to provide a Proposal for Develop Strategy to implement strategic projects that catalyze the broader adoption of successful SGP-supported technologies, practices or systems for the SGP Upgrading Country Programme in Sri Lanka.
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	National Coordinator GEF SGP
Frequency of Reporting	As needed
Progress Reporting Requirements	Per installment basis
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	03 months
Target start date	01 March 2018
Latest completion date	30 May 2018
Travels Expected	The geographical coverage of the project is Mannar, Knuckles and Colombo
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency LKR

<sup>1</sup> 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.

Value Added Tax on Price Proposal <sup>2</sup>	<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 checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																				
Payment Terms <sup>3</sup>		<table><tr><td></td><td>Deliverables</td><td>Percentage of Total Price (Weight for payment)</td></tr><tr><td>1</td><td>Report of opportunities for scaling up successful grant projects from previous SGP phases for broader adoption, including initial technical, financial and other requirements</td><td>15%</td></tr><tr><td>2</td><td>Potential financial partners and relevant public-sector institutions identified and engaged. Expert group of finance and economic experts established and review scaling up strategies for each landscape</td><td>15%</td></tr><tr><td>3</td><td>Feasibility study, Resource mobilization strategy and replication strategy for the 3 target landscapes</td><td>30%</td></tr><tr><td>4</td><td>A final report and presentation to NSC as detailed under section 1,2,3 above.</td><td>40%</td></tr><tr><td></td><td>Total</td><td>100%</td></tr></table>		Deliverables	Percentage of Total Price (Weight for payment)	1	Report of opportunities for scaling up successful grant projects from previous SGP phases for broader adoption, including initial technical, financial and other requirements	15%	2	Potential financial partners and relevant public-sector institutions identified and engaged. Expert group of finance and economic experts established and review scaling up strategies for each landscape	15%	3	Feasibility study, Resource mobilization strategy and replication strategy for the 3 target landscapes	30%	4	A final report and presentation to NSC as detailed under section 1,2,3 above.	40%		Total	100%	
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	Total	100%																			
Person(s) to review/inspect/ approve outputs/completed services	National Coordinator GEF SGP																				

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

and authorize the disbursement of payment	
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Goods and/or Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of the Firm 14.30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 42.85% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 42.85% <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP <sup>4</sup>	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <sup>5</sup> <input checked="" type="checkbox"/> Detailed TOR

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

<sup>5</sup> 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.

Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p>Ms. Dinali Jayasinghe National Coordinator GEF SGP <b>+94 112581116 / dinali.jayasinghe@undp.org</b></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p><b>A pre-bid meeting is schedule on 15th February 2018 at 10.00am</b> at FAO Conference Room at 202-204 Bauddhaloka Mawatha, Colombo 07. Bidder participation is highly recommended.</p> <p>Financial Proposal should be submitted in a separate seal envelope along with the Technical Proposal to below address.</p> <p>UNDP, 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka</p>

<sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>8</sup>)*

[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.*

<sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>8</sup> 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\***

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <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:**

Description of Activity	Daily Rate	No. of days	No. of Personnel	Total Rate
I. Personnel Services				
a. Team Leader				
b. Expertise 1,2,3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
III. Others (Please specify)				
IV. All-inclusive total cost LKR				

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



***General Terms and Conditions for Services***

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

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

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or

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

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

#### **10.0 TITLE TO EQUIPMENT:**

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the

Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

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

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

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

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

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

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

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

such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

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

## **16.0 SETTLEMENT OF DISPUTES**

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

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 AUTHORITY TO MODIFY:**

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



## Terms of Reference

**Develop strategy to develop and implement strategic projects that catalyze the broader adoption of successful SGP-supported technologies, practices or systems for the SGP Upgrading Country Programme in Sri Lanka.**

### 1. PROJECT DESCRIPTION

#### A. General background information on the context of the engagement:

Since its founding in 1992, the UNDP-implemented GEF Small Grants Programme (SGP) has grown from a pilot program offering a novel funding window aimed at community-level civil society organizations in 33 countries to a fully articulated funding mechanism empowering rural communities in 130 countries.

A community-based approach to sustainably managing local production landscapes has emerged from SGP's more than 20 years of experience helping communities collectively nurture and benefit from local ecosystems, while building social capital and expanding the capacity of local civil society. During SGP's Sixth Operational Phase (OP-6), SGP Upgrading Country Programmes (UCPs) offer an opportunity to refine and broadly apply this community-based landscape approach, taking advantage of these countries' SGP experience in certain sectors and geographic regions, their well-developed civil society and market networks, and their access to Full Size Project funding from the GEF.

This phase of the SGP in Upgrading Country Programmes will focus on building social, economic, and ecological resilience in landscapes and seascapes by supporting community organizations to develop and implement adaptive management projects based on, and reinforced by, global environmental and local sustainable development benefits. Community organizations' activities that promote climate change adaptation and mitigation, sustainable land management, including agro-ecosystem management and integrated water resources management, and biodiversity conservation, will be supported and synergized to achieve results at the landscape level.

There are three defining aspects of the COMDEKS programme, which the UCP design will integrate into its own programming:

- Community-based organizations are the driving force in rural development strategies and must take the lead in project planning, landscape governance, project execution and monitoring;
- Participatory landscape governance represents an effective foundation for the organization of community-based, multi-stakeholder approaches to land and resource management;



- Integrated solutions are effectively addressed through action at the landscape level, as the scale is large enough to include various communities, processes and systems that underpin ecosystem services, rural economic production and local cultures.

## **B. Background on the Sri Lankan context:**

The goal of this project is to support the achievement of global environmental benefits and the protection of the global environment through community and local solutions that work in harmony with national and global action. To that end, the objective of this project is to enable community-based organizations to take collective action for adaptive landscape management for socio-ecological resilience through design, implementation, and evaluation of grant projects for global environmental benefits and sustainable development in three ecologically sensitive landscapes: **the Knuckles Conservation Forest and its buffer zone, the coastal region from Mannar Island to Jaffna, and the Colombo Wetlands**. This will be carried out through participatory, multi-stakeholder, landscape management using the COMDEKS landscape planning and management approach<sup>9</sup>. The proposed interventions are aimed at enhancing social and ecological resilience through community-based, community-driven projects to conserve biodiversity, optimize ecosystem services, manage land (particularly agro-ecosystems) and water sustainably, and mitigate climate change.

OP6 Strategic Projects are projects of the SGP that will be funded at a higher ceiling of up to a maximum of \$ 150,000. Previous examples of Strategic Projects have included (i) linking community projects with similar sustainable biodiversity-based products for effective marketing, (ii) geographic consolidation and expansion, in particular for environmentally critical areas that are transboundary in nature (i.e. biodiversity corridors) (iii) thematic consolidation and expansion in creating greater impacts in the policy and knowledge management fields (i.e. SGP community-based efforts have generated many new and successful innovations that need to be shared to more communities). The SPs need to be strategically positioned at the country level. In this regard, SPs development would have to consider the following: i) the maturity of existing country and inter-country efforts; (ii) readiness of the NGOs, CBOs; (iii) the presence of successful approaches that allows graduation from scattered efforts to one that is integrated and covering fuller landscapes; and (iv) strategic positioning by further building and showing the capacity of civil society to participate and even lead in a large way in the implementation of new and innovative policies and programmes

## **C. Rationale**

The purpose of the portfolio of OP6 Strategic Projects (SPs) is to enable eligible national stakeholders in to carry out the following:

- Create greater impact and closer links between local efforts and global environmental benefits (GEBs) by supporting more extensive geographical coverage and/or thematic consolidation for policy improvement in mature SGP country programmes;

- Make effective use of the built up capacity of local NGOs, CBOs and communities for replication of successful technologies and approaches;
- Improve the capacity of the SGP and its partners to leverage larger funds from potential partners and donors;
- Strengthen the sustainability and replicability of SGP projects;
- Assist SIDS and landlocked LDCs to benefit from specialized expertise and/or exchanges which is not available in the SGP programme country;
- Pilot innovative market mechanisms and financial instruments (i.e. such as Payments for Ecosystem Services, PES; environmentally friendly loans; revolving funds; and/or sustainable financing for clean energy technologies);
- Accumulate national and global experience in the development and implementation of projects of larger coverage enabling SGP to link more effectively with the MSP and FSP modalities of the GEF, as well as that of other donors and governments
- Strategically position civil society participation and leadership in new and innovative policies and programmes with non-GEF funding (i.e. wide implementation of community-based adaptation (CBA), ecosystem-based adaptation (EBA), community-based REDD+, sustainable energy for all (SE4ALL), strengthening direct access to funding mechanisms such as the Adaptation Fund and the Green Climate Fund)

2. **OBJECTIVES OF THE ASSIGNMENT:** This overall objective of the strategy seeks to accelerate broader adoption of technologies, practices, and systems developed under previous phases of the SGP.

The Specific objectives of the survey are to:

1. First analyze lessons learned, best practices, and successful innovations from previous SGP projects, and identification of potential innovations that are ripe for broader adoption by stakeholders in the different landscapes.
2. This analysis will be followed by engagement of potential financial partners, policy makers and their national/subnational advisors and institutions, as well as the private sector.
3. Based on the analysis, multi-stakeholder groups will develop strategies for scaling-up in each landscape or across landscapes, as well as a resource mobilization strategy.
4. After the strategies are reviewed and finalized, one strategic project per landscape will be selected and implemented.

### 3. SCOPE OF WORK

The Service Providers main responsibilities include;

- i) Detailed analysis of successful grant project portfolios and lines of work from previous SGP phases to identify lessons learned/best practice and market opportunities:
  - Identify up-scalable projects from the past 4 SGP publications as attached:

#### **Communities in Action- Environment Conservation through People's Efforts**

<https://www.dropbox.com/s/rtdqdq1j3faub7c/Communities%20in%20Action-%20Environment%20Conservation%20through%20People%E2%80%99s%20Efforts.pdf?dl=0>

#### **Local Action-Global Thinking. Voices from the Field**

<https://www.dropbox.com/s/azpunjr61mawxyx/Local%20Action-Global%20Thinking.Voices%20from%20the%20Field.pdf?dl=0>

#### **Coping with Climate Change and Variability**

<https://www.dropbox.com/s/19krtjxckn1pegm/Coping%20with%20Climate%20Change%20and%20Variability.pdf?dl=0>

## **People for Conservation-Experiences from Sri Lanka**

<https://www.dropbox.com/s/t3elaan5m2sd1t3/People%20for%20Conservation-Experiences%20from%20Sri%20Lanka.pdf?dl=0>

- Select 2 up-scalable projects per landscape from past SGPs and present to NSC (Total 6)
  - Once one project per landscape is selected by the NSC work on the below activities
- ii) Engage potential financial partners and public-sector institutions in action research and planning public and private sector stakeholders will be engaged to review and discuss the individual reports emanating and to provide detailed advice and inputs regarding the strategies to generate broader adoption of successful innovations. An expert group of finance and economic experts may be formed to carry out more detailed technical analysis based on the findings and conclusions of the partners and stakeholders.
- iii) Identify scaling up requirements and opportunities, and develop a resource mobilization strategy to facilitate scaling up. Based on the detailed analyses of (i) and (ii), a feasibility study will be prepared to evaluate opportunities for replication, scaling up and broader adoption of best practices. A resource mobilization and investment strategy will be developed including short, medium and long-term scenarios and the corresponding needs and measures.

## **4. EXPECTED OUTPUTS**

- i) Report of opportunities for scaling up successful grant projects from previous SGP phases for broader adoption, including initial technical, financial and other requirements to be presented to the NSC
- ii) Work with the selected project per landscape on potential financial partners and relevant public-sector institutions identified and engaged Expert group of finance and economic experts established and review scaling up strategies including alternative financing models.
- iii) Feasibility study, Resource mobilization strategy and replication strategy for the three target landscapes
- iv) Presentation of findings to NSC and in cooperate NSC suggestions for final draft report
- v) Final Report on the feasibility study, resource mobilization strategy and replication strategy per landscape

## **5. INSTITUTIONAL ARRANGEMENT**

The Service Provider will be contracted by UNDP Sri Lanka. The principal responsibility for managing the contract resides with the UNDP/GEF/SGP Unit. The service provider will be required to report to GEF/SGP's National Coordinator (Ms. Dinali Jayasinghe) for contractual purposes and to ensure deliverables are achieved in accordance with the TOR.

## **6. DURATION OF THE WORK**

- i) The expected duration of the assignment is 3 months from the time of entering into the contract.
- ii) The target date of commencement of the work will be 01 March 2018, with the expected date of full completion of the assignment being 30 May 2018, making allowances for any un-envisaged challenges.
- iii) Please note that it will take approximately 1 week for UNDP to review, evaluate and provide feedback on the outputs in consultation with the SGP National Steering Committee

## **7. DUTY STATION**

- i) The geographical coverage of the survey will have to be determined based on the multi-stakeholder groups
- ii) The service provider will be required to provide regular updates to the GEF/SGP, which is based in Colombo

## **8. QUALIFICATIONS OF THE SERVICE PROVIDER**

### **The Service Provider**

- The service provider must have over 5 years' experience in conducting research/consultancy services
- The service provider should have a good track record of publications, research papers and study material produced /published
- The service provider should have experience in working with communities and community research

### **The Resource Team:**

The service provider will be expected to assign a team leader/team manager. He/she will be the focal point in relation to technical deliverables (conforming to the Terms of Reference and schedule). He/she will assume the overall responsibility for distributing the work among team members commensurate with their skills and experience.

### **Team Leader Profile**

The team leader will ensure the quality of the assessment process, outputs, methodology and timely delivery of all products. She/he will lead the design of the methodologies in consultation with SGP Programme/sector leads. She/he will have the responsibility for conducting/overseeing all research, developing/administrating other data collection instruments and will have the responsibility for shaping the findings, conclusions and recommendations of the report, as well as for the editorial quality of the final product. His/her qualifications should be as follows:

- A Masters degree in Economics with a Private Sector focus and over 10 years of experience in related fields
- Experience and knowledge in designing and conducting Feasibility Plans, Business Plans and Resource Mobilizations Plans
- Experience in working with communities and having experience in up-scaling community projects would be an added advantage
- Extensive experience in designing and applying both quantitative and qualitative data collection tools, analyzing data/information
- Experience in managing a research team
- Good communication, presentation and report writing skills and including proven ability to write concise, readable and analytical reports
- Ability to work in local languages with the communities
- Be client oriented and open to feedback

### **Researcher/Technical Experts (03) profiles**

- Preferred a Masters degree in the areas of Ecology, Business Administration, and Community Level Expert with ten years of experience in related areas
- Considerable experience in using multitude of research methods with a focus on participatory approaches,
- Good communication, presentation and report writing skills including proven ability to write concise, readable and analytical reports in English
- Ability to work in local languages
- Be Client oriented and open to feedback

## 9. SELECTION OF SERVICE PROVIDER

### Overall technical evaluation criteria:

Summary of Technical Proposal	Total Points
<u>Part 1:</u> Expertise of Service Provider	100
<u>Part 2:</u> Proposed methodology, work plan and approach	300
<u>Part 3:</u> Resource team capacity	300
<b>Total</b>	<b>700</b>

### Details of evaluation criteria and marking scheme:

#### Part 1: Competence/expertise of the organisation:

No	Criteria	Points
1.1	Quality of relevant sample materials related to development work such as evaluations, studies, policy briefs etc.	50
1.2	Previous experience working on community/environment projects	50

#### Part 2: Proposed methodology, work plan and approach

No	Criteria	Points
2.1	Methodology and approach (based on an understanding of the objectives, sound methodology, and realistic approach)	150
2.2	Realistic work plan	75
2.3	Defined tasks for the scope and correspondence to the TOR	75

#### Part 3: Resource team

No	Criteria	Points
3.1	Previous work experience of resource team	125
3.2	Sufficient human resources with thematic expertise and cross sectoral composition to undertake scope of work and deliverables	100
3.3	Relevant academic and professional qualifications of resource team	75

## 10. FINANCIAL PROPOSAL

### **Price Schedule:**

#### A. Cost Breakdown per Deliverable\*

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Report of opportunities for scaling up successful grant projects from previous SGP phases for broader adoption, including initial technical, financial and other requirements	15%	
2	Potential financial partners and relevant public-sector institutions identified and engaged. Expert group of finance and economic experts established and review scaling up strategies for each landscape	15%	
3	Feasibility study, Resource mobilization strategy and replication strategy for the 3 target landscapes	30%	
4	A final report and presentation to NSC as detailed under section 1,2,3 above.	40%	
	Total	100%	

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



B. Cost Breakdown by Cost Component

Description of Activity	Daily Rate	No. of days	No. of Personnel	Total Rate
I. Personnel Services				
a. Team Leader				
b. Expertise 1,2,3				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Communications				
III. Others (Please specify)				
IV. All-inclusive total cost LKR				