



## REQUEST FOR PROPOSAL (RFP)

Selection of service providers to provide Training Needs Assessment, Training Modules & Materials Development, and Conducting Training Programmes.	DATE: October 8, 2018
	REFERENCE: RFP/GCF/2018/30

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Training Needs Assessment, Training Modules & Materials Development, and Conducting Training Programmes**.

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

Proposals may be submitted on or before **2pm Monday, October 22, 2018** and via courier mail or Hand Delivery to the address below:

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

**Your Proposal must be expressed in the English, and valid for a minimum period of 90 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*  
10/8/2018

## Description of Requirements

Context of the Requirement	<p>In 2017, Ministry of Mahaweli Development and Environment with the technical assistance of the United Nations Development Programme and in collaboration with the Department of National Planning, Ministry of Irrigation and Water Resources &amp; Disaster Management, Ministry of Agriculture, and Ministry of City Planning and Water Supply secured financing from the Green Climate Fund (GCF) to implement a 07 year project aimed at strengthening the resilience of smallholder farmers in the Dry Zone to climate variability and extreme events. The Project will directly benefit 750,000 people living in the three river basins; Mi Oya, Malwathu Oya and Yan Oya, directly through investments in irrigation, drinking water and disaster risk management and approx. 1.2 million people with indirect benefits from the project interventions. In order to achieve the expected results, the Project will address key barriers for climate resilient integrated water management such as; limited knowledge and awareness of climate change risks, impacts, and adaptation solutions related to water management and agriculture, and limited community capacities to design integrated solutions, sustainably manage rural infrastructure and village cascade eco systems</p>
Implementing Partner of UNDP	Ministry of Mahaweli Development and Environment
Brief Description of the Required Services <sup>1</sup>	<p>United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers to Provide Training Needs Assessment, Training Modules &amp; Materials Development, and Conducting following Training Programmes;</p> <p><b>LOT 1- Irrigation and Water Management-</b> 06 Awareness Programmes and 14 Training of Trainers Programmes.</p> <p><b>LOT 2- General Awareness, Climate/Weather Information and Climate Smart Agriculture</b> – 06 Training Programme on climate change, climate risk, climate change adaptation (CCA), CCA in Agriculture and 05 Training of Trainers Programmes.</p> <p><b>LOT 3 - Drinking Water</b> - 05 Awareness Programmes and 10 Training of Trainers Programmes and 05 Training on preparation of water safety and security plans</p> <p>Eligible service providers are encouraged to submit proposals for interested LOTs separately.</p>

<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.

List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference (Annex 4)
Person to Supervise the Work/Performance of the Service Provider	<i>Technical Advisor - CRIWMP</i>
Frequency of Reporting	<i>Monthly</i>
Progress Reporting Requirements	The Consultant is required to send a progress report and also participate in progress review meetings monthly.
Location of work	<input checked="" type="checkbox"/> Kindly refer to Terms of Reference (Annex 4)
Expected duration of work	12 months
Target start date	01 <sup>st</sup> November 2018
Latest completion date	31 <sup>st</sup> October 2018
Travels Expected	Please refer to Terms of Reference (Annex 4)
Special Security Requirements	<input checked="" type="checkbox"/> Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Kindly refer the cost reimbursement clauses in the Terms of Reference (Annex 4)
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
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" 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"/> 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP.

<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.

	The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.	
Partial Quotes	<input checked="" type="checkbox"/> Within the LOT Not permitted	
Payment Terms <sup>3</sup>	<b>Deliverables</b>	<b>Payment and progress monitoring</b>
	Inception Report, explaining the methodology and action plan	10 % of the total contract value
	Training Needs Assessment Reports for all modules	20 % of the total contract value
	Minimum 50% of the Training manuals of the LOT submitted; including session plans, agenda, trainer's guide, training modules and materials for each programme in all three languages (after comments are incorporated)	15 % of the total contract value
	The remaining 50% of the Training manuals of the LOT submitted; including session plans, agenda, trainer's guide, training modules and materials for each programme in all three languages (after comments are incorporated)	10 % of the total contract value
	Minimum 50% of the Training programmes of the LOT conducted and Reports submitted; covering the agenda, session plan, suggestions for the improvement, original attendance sheets (this should include gender and age disaggregated data) and pre and post training evaluations for each training programme conducted	15 % of the total contract value
	The remaining 50% of the Training programmes conducted and Reports submitted; covering the agenda, session plan, suggestions for the improvement, original attendance sheets (this should include gender	10 % of the total contract value

<sup>3</sup> 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.

	and age disaggregated data) and pre and post training evaluations for each training programme conducted		
	Final Report for the LOT with the summary of training programmes conducted, number of participants (gender and age disaggregated), overall summary of pre and post evaluation, suggestion for further trainings and any other remarks)	20 % of the total contract value	
	<table><tr><th>Condition for Payment Release</th></tr><tr><td>Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr></table>		Condition for Payment Release
Condition for Payment Release			
Within thirty (30) days from the date of meeting the following conditions: a) UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Technical Advisor, CRIWMP		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Goods and 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 21.44% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 39.28% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 39.28%		
	<p><b><u>Financial Proposal (30%)</u></b></p> 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 or more Service Providers, depending on the following factors : Each LOT will be evaluated independently and each LOT can be awarded separately or multiple LOTs either to one service provider or multiple service providers based on the evaluation and capacity to deliver multiple Lots simultaneously.
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 (Annex 4) <input checked="" type="checkbox"/> Proposed Training Programmes (Annex 5)
Contact Person for Inquiries (Written inquiries only) <sup>6</sup>	<p><i>Sujeewa Ratnayake</i>  <i>Procurement Associate</i>  <a href="mailto:sujeewa.ratnayake@undp.org">sujeewa.ratnayake@undp.org</a></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 will be held on 10th October 2018 at 10.00am at FAO Conference Room at 202-204, Bauddhaloka Mawatha, Colombo 7.</b> Bidder participation is highly recommended</p>

<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.

<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, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

### B. Proposed Methodology for the Completion of Services

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

<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 of Resource Personnel**

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Training Need Assessment</b>				
Team Leader				
Resource Person/s				
<b>2. Designing and development of training manuals</b>				
Team Leader				
Subject Specialist/s				
Trainers/ Resource Person				
<b>3. Conducting of trainings</b>				
Team Leader				
Subject Specialist/s				
Trainers/ Resource Person				
Training Assistants				

## Financial Proposal Summary

	Name of the LOT:			
	Description	Per training cost (LKR)	Number of trainings	Total Amount (LKR)
01	Resource persons payments – Training Needs Assessment/ Designing and development of training manuals/ Conducting of trainings			
02*	Accommodation, Venue, Food and refreshment cost for the trainees for residential programmes [Cost per training programme = (number of days - 1) x Rs. 8,000.00 x No of participants]			
03*	Venue, Food and refreshment cost for the trainees for day programmes [Cost per training programme = Rs. 2000.00 x No of participants]			
04	Resource Team Traveling cost			
05	Accommodation and communication costs of Resource Team			
06	Administrative costs			
07	Any other costs – Please specify			
08 <sup>#</sup>	Traveling claim for participants [Cost per Training Programme = Rs. 1000.00 x No. of Participants]			
	<b>All-inclusive lump Sum amount</b>			

\*Note: Accommodation, venue, Food and refreshment costs for training programmes will be reimbursed by UNDP based on the actual amounts, upon the submission of original invoices

<sup>#</sup>Note: Traveling payment of Rs. 1,000 for each participant of the training programmes will be reimbursed by UNDP based on the actual number of participants.

*[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.



Empowered lives.  
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## TERMS OF REFERENCE

### Training Needs Assessment, Training Modules & Materials Development, and Conducting Training Programmes

<b>Job Title:</b>	Training Needs Assessment, Training Modules & Materials Development, and Conducting Training Programmes
<b>Reports to:</b>	Project Director - Climate Resilient Integrated Water Management Project (CRIWMP) / Technical Advisor, CRIWMP
<b>Language Required:</b>	English, Sinhala and Tamil
<b>Expected Duration:</b>	Twelve months
<b>Contract Start Date:</b>	01 <sup>st</sup> November 2018
<b>Contract End Date:</b>	31 <sup>st</sup> October 2019

#### 1. BACKGROUND

The Ministry of Mahaweli Development and Environment (MMDE) with the assistance of the United Nations Development Programme and in collaboration with the Department of National Planning (NPD), Ministry Irrigation and Water Resources & Disaster Management, Ministry of Agriculture, and Ministry of City Planning and Water Supply, secured financing from the Green Climate Fund (GCF) to implement a USD 38.1 million project aimed at strengthening the resilience of Smallholder farmers in the Dry Zone to climate variability and extreme events, called Climate Resilient Integrated Water Management Project (CRIWMP).

This Project will support the Government to implement integrated solutions to water management in three river basins in the Dry Zone of Sri Lanka (i.e. Mi Oya, Yan Oya and Malwathu Oya) and associated districts (i.e. Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee). The Project aims to achieve higher levels of food, livelihoods and water security for flood and drought affected poor communities. GCF resources will be invested in improving access to irrigation and eco-system based agricultural practices, improved community managed drinking water infrastructure, scaling up decentralized drinking water systems and

strengthening early warning, forecasting and climate advisories to protect farmers, particularly women from climate related impacts.

The Project will benefit 750,000 people living in the three river basins directly through investments in irrigation, drinking water and disaster risk management over next six years. The Project covers three key components:

1. Component 1: Climate resilient investment to rehabilitate small tank-based cascading systems and related infrastructure and facilitate sustainable, climate-proof agricultural practices in targeted areas
2. Component 2: Investments to increase access to and quality of drinking water in remote and rural areas through a multi-pronged partnership approach that seeks to replenish sources, build storage, purify contaminated water and address root causes of water quality issues
3. Component 3: Improve community access to timely early warning for flood and drought to avoid losses and impacts on key livelihood assets. This includes the generation, coding, modelling, dissemination and access to weather related data/knowledge including advise and early warning.

The Project implementation modality includes a Project Management Unit (PMU) established under the Ministry of Mahaweli Development and Environment with a Project Director who will be in-charge of overall project implementation, a Deputy Project Director responsible for three river basins, and other project staff. UNDP as the responsible party for Project assurance will provide technical assistance to implement the Project. Under this, the service of a team of technical specialists is provided by UNDP to facilitate the implementation of the Project. Further, a national level technical advisory committee has been established to obtain specialists' advice to ensure an integrated approach for climate resilient water management is adopted by the Project. PMU has recruited four experienced Civil Society Organizations (CSOs) for social mobilization and to ensure community engagement in the project activities.

## **2. SCOPE AND OBJECTIVES**

As per the recent studies done, anthropogenic climate change and its impacts are already felt by the Sri Lankan community. According to the Project design, small holder farmers in the Dry Zone, particularly women, are disproportionately vulnerable to these climate change impacts. Climate change induced temperature increase and erratic weather patterns including extreme events have threatened the local economies, especially the production system of the small holder farmers. Small holder farmers, who own less than 2 ha for cultivation, consume a substantial part of the production domestically, and therefore production losses affect both their income and food security. As the agricultural production systems depend on water availability, which is directly related to climate variability and extreme events, it is crucial that water management approaches are taken to address the climate risks and ensure climate change adaptation measures in water management.

Based on the lessons learned from past and ongoing efforts, it is evident that an integrated approach for water management is required to address these issues, especially to strengthen the resilience of the communities, which covers irrigation systems and watersheds, together with interventions to address drinking water, agricultural practices and use of climate information and early warnings.

The Project expects a paradigm shift in the project's integrated, holistic approach to enhancing water management through the interconnected elements of irrigation systems and farming practices, drinking water supply and management. It is the first time that an integrated approach to water management is being advanced

in the country *incorporating climate risks*, understanding linkages across river basins/sub-river basins, and including multiple uses of water. The project sets standards and precedents for future river basin management planning, including the selection of river basins and VIS cascades based on adaptation potential and vulnerability, using the linkages among domestic water needs, livelihood needs, information needs and responding to community requirements in an integrated manner.

In order to achieve the above, the project proposes to substantially improve decision making among farmers, as they become active stakeholders in integrated water management catering to local needs. Their capacity will be improved through training and engaging them in implementing project activities and interface with government officials for service provision and private sector for market negotiations. In addition, it is expected to build the capacity of provincial, district, divisional and village level government staff engaged in water management, covering irrigation, drinking water supply, agriculture and disaster management.

The overall objectives of this assignment is to obtain the services of highly experienced, professional consultancy firms for the following:

1. Training needs assessment of target groups
2. Develop training modules and training materials
3. Conduct Training Programmes and Training of Trainers' Programmes

## 2.1 Planned Training Programmes and LOTs

The Project has identified following training programmes to be carried out over the next one year. The Training Programmes should be simultaneously carried out in five districts (i.e. Anuradhapura, Vavuniya, Kurunegala, Trincomalee and Puttalam districts). Full list of Training Programmes are provided in Annex 5.

No	Training /Awareness Programme	Duration of the Programme	Number of Programmes
<b>LOT 01: Irrigation and Water Management</b>	1.1 Awareness Building on Cascade water resource development and management planning	01 day	06 Programmes (05 Sinhala and 01 Tamil)
	1.2 Training of Trainers (TOT) Programme on Cascade water resource development and management planning	03 days	02 TOT Programmes (Sinhala and Tamil)
	1.3 Training of Trainers Programme on Water Management for minor irrigation sector	03 days	02 TOT Programmes (Sinhala and Tamil)
	1.4 Training of Trainers Programme on Construction Supervision	02 days	02 TOT Programmes (Sinhala and Tamil)
	1.5 Training of Trainers Programme on Operations and Maintenance of rehabilitated tanks	02 days	02 TOT Programmes (Sinhala and Tamil)

	1.6 Training of Trainers Programme on financing of maintenance of village irrigation systems	02 days	02 TOT Programmes (Sinhala and Tamil)
	1.7 Training of Trainers Programme on building awareness on disaster preparedness and flood response planning (including contingency planning)	03 days	02 TOT Programmes (Sinhala and Tamil)
	1.8 Training of Trainers Programme on institutional development and organizational strengthening of Cascade Water Management Organizations	08 days	02 TOT Programmes (Sinhala and Tamil)
<b>LOT 02: (General Awareness and Climate/Weather Information and Climate Smart Agriculture)</b>	2.1 Training of Trainers Programme on up taking climate and weather forecasts and water management/agricultural advisories	03 days	02 TOT Programmes (Sinhala and Tamil)
	2.2 Training of Trainers Programme on climate change adaptation in Agriculture	02 days	03 Programmes (02-Sinhala and 01-Tamil)
	2.3 Training of Trainers Programme on climate vulnerability, risk assessment, and resilience building in dry zone agriculture		Only the manuals should be developed in English, Sinhala and Tamil
	2.4 Training Programme on climate change, climate risk, climate change adaptation, CCA in water sector (irrigation, drinking water supply, agriculture, disaster management) and up taking seasonal forecasts and advisories	02 days	06 Programmes (05 Sinhala and 01 Tamil)
<b>LOT 03: Drinking Water</b>	3.1 Training on integrating climate risks and adaptive options for drinking water	01 day	05 Programmes
	3.2 Training of Trainers Programme on integrating climate risks and adaptive options for drinking water	02 days	02 TOT Programmes (Sinhala and Tamil)
	3.3 Training on preparation of water safety and security plans	02 days	05 Programmes
	3.4 TOT on building awareness on operations and maintenance of RWH systems	01 day	06 programmes
	3.5 Training of Trainers Programme on Operations and Maintenance of Community managed water supply schemes	03 days	02 TOT Programme (Sinhala and Tamil)

## **2.2 Training Needs Assessment**

The Training Needs Assessment shall cover two levels.

- a) Officials of the Provincial, district, divisional and village level: Training Needs Assessment of this tier should be designed and executed by the Service Provider. Service Provider should develop the TNA methodology and tools and shall obtain the consent of the relevant technical person of the Project Management Unit prior to executing the TNA with a sample group. The Service Provider is required to conduct training needs assessment, covering a representative sample of the target group and validate such information at district level workshops convened in consultation with the Project team. Sample should cover minimum 20 participants from each district for each module. Validation meeting shall attend heads of respective agencies or their representatives. Service Provider shall take prior consent of the Project team before convening the validation meetings. The Service Provider is required to obtain the consent of the respective agencies for the Training Needs Assessment.
- b) Community Level (Farmer Organization, Water user groups, producer groups, and disaster management committees): In the case of Training of Trainers, the Service Provider shall develop the methodology and tools (format) and conduct the training needs assessment with a sample of final beneficiary group. Service Provider should develop the TNA methodology and tools and shall obtain the consent of the relevant technical person of the Project Management Unit prior to executing the TNA with the sample group. Minimum 05 focus group discussions with target groups (06-08 people per each FGD representing the total group) should be carried out for the Training Needs Assessment. Same Focus Groups can be used to conduct the TNA for all modules in a LOT. FGDs should not exceed 90 minutes. Service Provider is free to conduct additional FGDs based on the requirement. Civil Society Organizations hired by the Project for the respective districts will assist the Service Provider to liaise with required sample of the target groups to conduct the TNA.

After compiling the analysis based on the conducted Training Needs Assessment, Service Provider is required to submit the assessment report in English language. The Report should include the tools used. The TNA should be conducted in appropriate language to the target group.

## **2.3 Selection of Trainees for Training of Trainers Programmes**

The Project will publish an advertisement in national newspapers, calling the potential candidates in the target districts to express their willingness to be trained as trainers. The Project will actively promote the advertisement among the target group to recruit a sizable number of candidates for each training module. The Service Provider is required to assist the Project to promote the advertisement among the potential candidates and has to demonstrate their capability in promoting such campaign among the target group. Once the list of potential candidates is available, the Service Provider shall carry out a systematic process to evaluate the technical and training delivery capacity of the candidates and select the suitable individuals for the Training of Trainers Programmes. Service Provider shall take all possible measures to encourage female participants to be trained as Trainers in the Programme.

## **2.4 Develop Training Modules and Training Materials**

Service Provider shall, based on the training needs assessments conducted, develop following for each training topic.

- a) Session Plan covering session title, session objectives, duration, training methods, training materials, additional references, etc.
- b) Agenda for the Training Programme
- c) Trainer's guide to conduct training programmes using appropriate techniques acceptable to the Project
- d) Training materials, including handouts, PPP slides, flip charts (printed in flex) and others (Special attention should be given to innovative, user friendly materials taking adult learning techniques into account). The Project will pay high attention to the appropriateness of the training materials for the target groups and those should be presented in simple language and use of visuals are promoted.
- e) Printed Training manuals should be produced by the Service Provider once the training modules and materials are approved by the Project. All materials listed above should be available in all three languages (i.e. Sinhala, Tamil and English).

## **2.5 Conduct Training Programmes**

The Service Provider shall conduct the Training Programmes once the training modules and materials are approved by the Project Team. The participant lists should be developed in consultation with the Project team and the Project is responsible to invite the participants. The Service Provider is responsible to organize the training materials, training aids, refreshments and other required facilities for the training programmes. The Service Provider shall take all possible measures to conduct the training programmes in respective districts and in a convenient and reasonable place appropriate to the target groups. Suitable government managed training centres are preferred for the training programmes, when such facilities are not available the training programmes shall be conducted in Hotels with Three-star rating or equivalent. The selected venue should have sufficient facilities to conduct training programme without interruptions. An amount, not exceeding LKR 8,000.00 per person per day for residential workshops [Cost of the programme = (number of days-1) x 8,000.00 x No of participants] and an amount not exceeding Rs. 2,000.00 per person for one-day programmes are allocated. This allocation is reimbursed on actual amount upon the submission of original invoices.

The Service Provider is responsible to make travel and subsistence entitled by the government officials when participating in training programmes as per the respective Ministerial and Departmental circular and regulations at a rate not exceeding Rs. 1000.00 per participant per day (subsistence and travel). Travel and subsistence will not be paid for the participants of TOT programmes.

Each training programme should include pre and post training evaluation. The formats for the evaluation should be approved by the Project team prior to the execution. Training report should be prepared in English for each training programme covering the agenda, session plan, suggestions for the improvement, original attendance sheets (this should include gender and age disaggregated data) and pre and post training evaluations.

## **2.6 Post Training inputs for TOT Programmes**

Service Provider is required to devise a mechanism and implement it to assure the quality of the delivery of training and awareness programmes after the Training of Trainers Programmes. The Training and awareness programmes will be organized by the Civil Society Organizations hired by the Project. The Trained Trainers will be used as the Resource Persons for these programmes, together with the Master Trainers participated in the TOT programmes depending on the need. Cost of these resource persons will be borne by the Project through the Civil Society Organizations. The Service Provider is required to propose a mechanism to quality assure the delivery of the programmes by the Trainers trained by the Service Provider.

### **C. DUTIES TO BE PERFORMED**

- a. Produce an inception report for the planned programmes, including the work plan to conduct training needs assessment, module designing and conducting of training programmes within three weeks of awarding the contract
- b. Design Training Needs Assessment for each module/programme and conduct the training needs assessment as per the given guideline in 2.2.
- c. Compile the results and produce the Training Needs Assessment Reports for each module/programme in English.
- d. Develop Training manuals covering session plans, agenda, modules and trainer's guides, and training materials in Sinhala, Tamil and English languages
- e. Develop a training calendar in consultation with the Project team and the target groups. Date of the training programme should be decided in consultation of the Project Director and key officials of the Project Management Unit. Contact details of these officials will be provided by the Project Management Unit on submission of the Inception Report.
- f. Identify the target groups in consultation with the Project team
- g. Select individuals to be trained as Trainers
- h. Conduct training programmes as per the training calendar and produce training reports
- i. Provide the overall final report for the LOT with the summary of training programmes conducted, number of participants (gender and age disaggregated), overall summary of pre and post evaluation, suggestion for further trainings and any other remarks).
- j. Liaise with stakeholder agencies, project staff and target groups well in advance when organizing and conducting training programs
- k. Organize the training programs and managing all the logistics of the training programs including transportation, arranging training venues, food and refreshment for trainees etc.
- l. Strictly follows the originally agreed training calendar when the trainings are conducted and ensure the quality of the trainings provided.



#### D. EXPECTED OUTPUTS/ DELEVERABLES

	<b>Deliverables</b>	<b>Payment and progress monitoring</b>
1	Inception Report, explaining the methodology and action plan (each LOT should have a separate inception report when more than one LOT is served)	10 % of the total contract value
2	Training Needs Assessment Reports for all modules	20 % of the total contract value
3	Minimum 50% of the Training manuals of the each LOT submitted; including session plans, agenda, trainer's guide, training modules and materials for each programme in all three languages (after comments are incorporated)	15 % of the total contract value
4	The remaining 50% of the Training manuals of the LOT submitted; including session plans, agenda, trainer's guide, training modules and materials for each programme in all three languages (after comments are incorporated)	10 % of the total contract value
5	Minimum 50% of the Training programmes of the each LOT conducted and Reports submitted; covering the agenda, session plan, suggestions for the improvement, original attendance sheets (this should include gener and age disaggregated data) and pre and post training evaluations for each training programme conducted	15 % of the total contract value
6	The remaining 50% of the Training programmes conducted and Reports submitted; covering the agenda, session plan, suggestions for the improvement, original attendance sheets (this should include gener and age disaggregated data) and pre and post training evaluations for each training programme conducted	10 % of the total contract value
7	Final Report for the LOT with the summary of training programmes conducted, number of participants (gender and age disaggregated), overall summary of pre and post evaluation, suggestion for further trainings and any other remarks)	20 % of the total contract value

## E. QUALIFICATIONS OF THE SUCCESSFUL PROPOSER

### *Successful Proposer,*

- Should be either institutions, companies with proven experience in designing and conducting training programmes related to the subjects specified in this TOR.
- Must have proven experience of working with Farmer Organizations, government partners, UN or international agencies
- should have proven experience of undertaking assignment in similar nature and similar capacity

The team assigned by the Proposer will need excellent knowledge on designing and executing training needs assessment, developing training modules and manuals with climate change adaptation focus, and planning and managing TOT programmes, community training programmes and providing specialised training for the identified target groups.

The following requirements must be fulfilled by the Team Leader and the study team:

- **The Consultancy Team:**

The Consultancy Team should be consisted of a Team Leader, Subject Specialists (Number required can be decided by the Service Provider), Trainers/Resource Persons and training assistants:

- Should have Minimum 05 years of prior hands-on experience in conducting similar type of training programmes
- Proven expertise and experience with climate change adaptive water management, and other subjects listed under the LOTs for which the team is proposed
- Strong interpersonal skills and ability to work with people from different backgrounds to deliver quality products within a short timeframe;
- Be flexible and responsive to changes and demands;
- Be client-oriented and open to feedback

- **Consultant Team Leader's profile**

- A Master's degree in Engineering, Agriculture, Water Management, Environmental Management, Climate Change Adaptation, Disaster Risk Management or any other related field.
- Experience and proven records in designing and developing training manuals on similar subjects
- Minimum 10 years of experience in the related field, especially in delivering training programmes for the government and non-government stakeholders at provincial/ district and divisional levels

- Previous experience in designing and conducting training programmes at community level
- Good communication and presentation skills
- Ability to work in local languages
- Strong interpersonal skills and ability to work with people from different backgrounds to deliver quality products within a short timeframe;
- Be flexible and responsive to changes and demands;
- Be client-oriented and open to feedback.

- **Subject Specialists**

Service Provider should propose a team of subject specialists to provide required technical inputs and expertise to develop the training programmes

- A Master’s degree in Engineering, Agriculture, Water Management, Environmental Management, Climate Change Adaptation, Disaster Risk Management or any other related field.
- Minimum 15 years of experience in the related field
- Previous experience in designing and conducting training programmes at provincial and local levels
- Good communication and presentation skills
- Ability to work in local languages
- Strong interpersonal skills and ability to work with people from different backgrounds to deliver quality products within a short timeframe;
- Be flexible and responsive to changes and demands;
- Be client-oriented and open to feedback.

- **Trainers/ Resource Persons Profile:**

- Bachelor’s Degree or equivalent in in Engineering, Agriculture, Social Science, Environmental Management, or any other related field.
- Minimum 10 years of experience in the related field and previous experience in conducting training programmes for provincial and local level government and non-government agencies
- Prior experience in conducting community level trainings in related fields is an added advantage
- Excellent communication and presentation skills

- Ability to work in local languages;
  - Be flexible and responsive to changes and demands;
  - Be client-oriented and open to feedback.
- **Training Assistants Profile:**
    - G.C.E. Advance Level or above
    - Experience in organizing training programmes with various stakeholders
    - Experience in preparing training schedules
    - Logistics management experience
    - Ability to work in local languages;
    - Be flexible and responsive to changes and demands;
    - Be client-oriented and open to feedback.

## **F. RECOMMENDED PRESENTATION OF PROPOSAL**

**Eligible service providers are encouraged to submit proposals for interested LOTs separately.**

### **1. Technical Proposal**

The technical proposal should address the following areas:

- Proposed methodology and activity Plan
- Team – Members of the team and their responsibilities. Please attach CVs of the team members, highlighting experience in areas required for this work. Each CVs should be signed by the owner stating that the person is willing and available to carry out the task in the proposed time
- Institution's profile
- Experience in carrying out similar studies. Please include previous relevant reports and client references

## 2. Evaluation of the Technical Proposals

**Each LOT will be evaluated independently.**

- The interested party is required to develop a proposal addressing the areas given in the previous section of this document
- The evaluation of the proposals will be undertaken by an Evaluation Committee based on the following evaluation criteria
- The evaluation criteria are as follows:

	<b>Criteria</b>	<b>Marks Assigned</b>
1	Expertise of the Proposer company	150
2	Proposed methodology and work plan	275
3	Expertise of the Team	275
	<b>Total</b>	<b>700</b>

## 3. Details of the evaluation criteria is as follows

Expertise of the company: <b>No</b>	<b>Criteria</b>	<b>Points</b>
1.1	Previous experience in undertaking similar assignments	100
1.3	Previous clients and partners	50

- Proposed methodology, work plan and approach(es)

No	Criteria	Points
2.1	Techniques and approaches	175
2.2	Realistic activity plan	100

- Resource team/panel capacity

No	Criteria	Points
3.1	Previous experience of the resource persons	100
3.2	Sufficiency of human resources, with thematic expertise, to undertake scope of work and deliverables	95
3.3	Relevant qualifications	80

**Financial Proposal** Please list a breakdown of the cost components required for the study including the following costs

	Name of the LOT:			
	Description	Per training cost (LKR)	Number of trainings	Total Amount (LKR)
01	Resource persons payments – Training Needs Assessment/ Designing and development of training manuals/ Conducting of trainings			
02*	Accommodation, Venue, Food and refreshment cost for the trainees for residential programmes			

	[Cost per training programme = (number of days -1) x Rs. 8,000.00 x No of participants]			
03*	Venue, Food and refreshment cost for the trainees for day programmes [Cost per training programme = Rs. 2000.00 x No of participants]			
04	Resource Team Traveling cost			
05	Accommodation and communication costs of Resource Team			
06	Administrative costs			
07	Any other costs – Please specify			
08 <sup>#</sup>	Traveling claim for participants [Cost per Training Programme = Rs. 1000.00 x No. of Participants]			
	<b>All-inclusive lump Sum Budget</b>			

\*Note: Accommodation, venue, Food and refreshment costs for training programmes will be reimbursed by UNDP based on the actual amounts, upon the submission of original invoices

<sup>#</sup>Note: Traveling payment of Rs. 1,000 for each participant of the training programmes will be reimbursed by UNDP based on the actual number of participants.

## Proposed Training Programmes

No	Training /Awareness Programme	Training Objective/s	Target Group	Proposed duration of the Programme	Number of Programmes	Remarks
<b>LOT 01: Irrigation and Water Management</b>						
1.1	Awareness Building on Cascade water resource development and management planning	<ul style="list-style-type: none"> <li>• Increase awareness on ancient cascade systems, importance of cascade systems, agricultural eco system of cascades, contemporary risks to cascades and probable impacts</li> <li>• Increase awareness on Importance of cascade water resource development and management planning, key components of plans and their role</li> </ul>	Provincial/ district/ divisional level government officials engaged in development activities in cascades (irrigation, water management, ground water, drinking water, agriculture, environmental management, disaster management)  (45-50 participants per programme. In Vavuniya 20-25 participants expected per programme)	01 day	06 Programmes (05 Sinhala and 01 Tamil) in Anuradhapura/ Vavuniya- (Sinhala)/ Vavuniya- (Tamil)/ Kurunegala/ Puttalam / Trincomalee	
1.2	TOT Programme on Cascade water resource development and	Build a district level resource pool <ul style="list-style-type: none"> <li>▪ to increase awareness on ancient cascade systems, importance of cascade systems, agricultural eco</li> </ul>	Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/	03 day Residential TOT Programme targeting a one-day	02 TOT Programmes (Sinhala and Tamil)	



	management planning	<p>system of cascades, contemporary risks to cascades and probable impacts</p> <ul style="list-style-type: none"> <li>to increase awareness on importance of cascade water resource development and management planning, key components of plans and their role</li> </ul>	<p>Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme. the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations and water management committees, Drinking Water CBOs, producer groups</p>	awareness session		
1.3	Training of Trainers Programme on Water Management for minor irrigation sector (on-farm and off-farm water management)	<ul style="list-style-type: none"> <li>Build a district level training pool to increase the knowledge and skills on improved water management (on-farm and off farm) in the rehabilitated tanks</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme).</p>	03 day Residential TOT Programme targeting a one-day training	02 TOT Programmes (Sinhala and Tamil)	Training manuals available with Provincial Irrigation Departments (PIDs) and Department of Agrarian Development (DAD) should be reviewed and the final module should have the consent of respective agency/ies

			<p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations and water management committees</p>			
1.4	Training of Trainers Programme on Construction Supervision	<ul style="list-style-type: none"> <li>Build a district level training pool to increase the knowledge and skills on construction supervision of VISs</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations and water management committees</p>	02 day Residential TOT Programme targeting a one-day training	02 TOT Programmes (Sinhala and Tamil)	Training manuals available with UNDP, Provincial Irrigation Departments (PIDs) and Department of Agrarian Development (DAD) should be reviewed and the final module should have the consent of respective agency/ies
1.5	Training of Trainers Programme on Operations and Maintenance of	<ul style="list-style-type: none"> <li>Build a district level training pool to increase the knowledge and skills on operations &amp; maintenance of the Village Irrigation</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/</p>	02 day Residential TOT Programme targeting a	02 TOT Programmes (Sinhala and Tamil)	Training manuals available with UNDP, Provincial Irrigation Departments (PIDs) and Department of Agrarian

	rehabilitated tanks	Systems, and flood and drought response	<p>Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations and water management committees</p>	one-day training		Development (DAD) should be reviewed and the final module should have the consent of respective agency/ies
1.6	Training of Trainers Programme on financing of maintenance of village irrigation systems	<ul style="list-style-type: none"> <li>Build a district level resource pool to increase the knowledge and skills of the FOs members on financing of the village tank maintenance, developing and implementing financing plan, management of funds, accounting and book keeping, ensuring transparency of fund management etc</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p>	02 day Residential TOT Programme targeting a one-day training	02 TOT Programmes (Sinhala and Tamil)	

			(20-25 participants per programme)  Final Beneficiary: Farmer Organizations and water management committees			
1.7	Training of Trainers Programme on building awareness on disaster preparedness and flood response planning (including contingency planning)	<ul style="list-style-type: none"> <li>Build a district level resource pool to increase knowledge and skills on village disaster preparedness, flood response for village irrigation systems contingency planning and operationalization of such plans</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations, water management committees, village disaster management committees, Drinking Water CBOs</p>	03 day Residential TOT Programme targeting a one-day training	02 TOT Programmes (Sinhala and Tamil)	
1.8	Training of Trainers Programme on	<ul style="list-style-type: none"> <li>Build a district level resource pool to strengthen the knowledge and skills of</li> </ul>	Target Group: government and non-government officials	08-day Residential TOT	02 TOT Programmes	Separate modules should be developed for the followings:

	institutional development and organizational strengthening of Cascade Water Management Organizations	the cascade water management organizations on group dynamics, leadership, planning and monitoring, accounting and book keeping, presentation & communication skills	representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.  (20-25 participants per programme)  Final Beneficiary: Farmer Organizations, water management committees, village disaster management committees, Drinking Water CBOs	Programme targeting one-day training programmes for each module  (This should be split into two 4-day sessions / four 2-day sessions or other suitable combination considering the time availability of the participants)	(Sinhala and Tamil)	<ul style="list-style-type: none"> <li>• group dynamics,</li> <li>• leadership,</li> <li>• planning and monitoring,</li> <li>• presentation &amp; communication skills</li> <li>• Accounting &amp; book keeping</li> </ul>
<b>LOT 02: General Awareness, Climate/Weather Information and Climate Smart Agriculture</b>						
2.1	Training of Trainers Programme on up taking climate and weather forecasts and water management /agricultural advisories	<ul style="list-style-type: none"> <li>• Build a district level resource pool to increase the awareness on climate and weather forecast, challenges of forecasting, terminology used in the meteorology, traditional knowledge, application of seasonal and weather forecasts for agriculture, water management with the traditional knowledge</li> </ul>	Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU	02 day residential TOT Programme targeting a one-day training programme	02 TOT Programmes (Sinhala and Tamil)	The Consultant shall obtained the inputs of the Meteorology Department for the manual

		<ul style="list-style-type: none"> <li>to increase the knowledge and skills of the farmer leaders and other producer groups on application of seasonal/weather forecasts and water management and agricultural advisories</li> </ul>	<p>and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations and water management committees</p>			
2.2	TOT Programme on climate change adaptation in Agriculture	<ul style="list-style-type: none"> <li>Build a district level resource pool to increase the knowledge and skills on CCA practices in paddy farming, home gardening and other OFCs, commercial scale fruit cultivation, on farm water management, and soil conservation</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Farmer Organizations, Producer groups</p>	02 day residential programme targeting 01 day training programmes	03 TOT Programmes (02-Sinhala and 01- Tamil)	
2.3	TOT Programme on climatic vulnerability risk assessment, and resilience	<ul style="list-style-type: none"> <li>Develop a training module to increase the knowledge and skills on climatic vulnerability risk assessment, and resilience</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/</p>	01 day training programme		Training programme is already completed and the consultant is required to develop the training module

	building in dry zone agriculture	building in dry zone agriculture	Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts			in Sinhala and Tamil languages.
2.4	Training Programme on climate change, climate risk, climate change adaptation, CCA in water sector (irrigation, drinking water supply, agriculture, disaster management), and up taking seasonal forecasts and advisories	<ul style="list-style-type: none"> <li>Strengthen knowledge on contemporary climate change, increased climate risks, concepts of climate change and climate change adaptation, risk and probable impact on regional development, especially on water sector, climate change adaptation measures on the water sector, vulnerable groups and their vulnerability to climate risks</li> <li>Strengthen skills on tools available to assess the climate risks on different sectors, data and information availability for planning, use of data and information on planning, measures that can be taken to reduce vulnerability of sectors and people, planning tools etc.</li> <li>Increase the knowledge and skills on up taking seasonal/weather forecasts and water management/agricultural advisories and application of advisories for water</li> </ul>	<p>Provincial, district and divisional level planners, agricultural and water management officers</p> <p>(25-30 participants per programme, Vavuniya district 15-20 participants per programme)</p>	2 day residential programme	06 Programmes (05 Sinhala and 01 Tamil) in Anuradhapura/ Vavuniya- Sinhala/ Vavuniya-Tamil/ Kurunegala/ Puttalam / Trincomalee	<i>Two-day trainings are already provided for all AIs and SMOs in Anuradhapura, Vavuniya, Kurunegala, Puttalam and Trincomalee districts</i>

		management and agricultural planning, including contextualizing of the advisories				
<b>LOT 03: Drinking Water</b>						
3.1	Training on integrating climate risks and adaptive options for drinking water	<ul style="list-style-type: none"> <li>Increase the awareness on integrating climate risks and adaptation measures to the drinking water sector</li> </ul>	Provincial/ district/ divisional officers, including the National Water Supply and Drainage Board and Department of National Community Water Supply  (25-30 participants per programme)  Vavuniya Programme should be conducted in both Sinhala and Tamil languages	01 day	05 Programmes in Anuradhapura/ Vavuniya / Kurunegala/ Puttalam / Trincomalee districts	
3.2	Training of Trainers Programme on integrating climate risks and adaptive options for drinking water	<ul style="list-style-type: none"> <li>Build a district level resource pool to increase the awareness on integrating climate risks and adaptation measures to the drinking water sector</li> </ul>	Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.	02 day residential TOT programme targeting 1-day training programmes	02 TOT Programmes (Sinhala and Tamil)	



			(20-25 participants per programme)  Final Beneficiary: Water CBOs (women led)			
3.3	Training on preparation of water safety and security plans	<ul style="list-style-type: none"> <li>Strengthen the knowledge and skills on water crisis, polluting agents and risks to water source, key elements of water safety and security planning and developing, implementing &amp; monitoring water safety and security plans</li> </ul>	Provincial/ district/ divisional officers engaged in drinking water supply and source protection, including the NWSDB and Department of National Community Water Supply Department  (25-30 participants per programme)  Vavuniya Programme should be conducted in both Sinhala and Tamil languages	02 day residential programme	05 Programmes in Anuradhapura/ Vavuniya / Kurunegala/ Puttalam / Trincomalee districts	Modules are available with NWSDB. These Modules should be modified to include Climate Resilience aspects. Master Trainer on Water Safety Planning should be part of the resource persons
3.4	TOT on building awareness on operations and maintenance of RWH systems	<ul style="list-style-type: none"> <li>Build a district level resource pool to increase the awareness on the need/benefits of RWH and provide necessary operations and maintenance instructions for RWH systems</li> </ul>	Village level officials, officials of CSOs / CBOs representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.	01 day programme targeting ½ day awareness sessions for the beneficiaries	06 programmes in Anuradhapura/ Vavuniya / Kurunegala/ Puttalam / Trincomalee districts	Modules available, should customize to the Poly Ethylene type of RWH systems

			(10-15 participants per programme)  Final Beneficiary: Water CBOs (women led)			
3.5	Training of Trainers Programme on Operations and Maintenance of Community managed water supply schemes	<ul style="list-style-type: none"> <li>Build district level resource pools to increase the knowledge and skills of women led CBOs on operations and maintenance of community managed water supply schemes</li> </ul>	<p>Target Group: government and non-government officials representing Anuradhapura/ Vavuniya/ Kurunegala/ Puttalam / Trincomalee districts and with training skills (Consultant shall assess the training skills of the list of individuals proposed by the PMU and select suitable persons for the TOT Programme.</p> <p>(20-25 participants per programme)</p> <p>Final Beneficiary: Water CBOs (women led)</p>	03 day residential TOT programme targeting 02 day training for the beneficiaries	02 TOT Programme (Sinhala and Tamil)	