



## REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka	DATE: February 1, 2019
	REFERENCE: RFP/INNO/2019/03

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Conduct a Workshop on Foresight and Innovation for Public Sector Capability Building**.

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

If submitting hard copies of proposals, please ensure that you print double side.

Proposals may be submitted on or before ~~2pm Tuesday, February 5, 2019~~ **Monday, February 11, 2019** and via email, courier mail or hand delivery to the address below:

**Head of Procurement**  
**United Nations Development Programme**  
**202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka**  
**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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files. The Financial proposal should be password protected.

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,

*Sripalee De Silva*  
Procurement Assistant  
2/1/2019

## Description of Requirements

Context of the Requirement	<p>Citra Social Innovation Lab was established as a joint cost-shared initiative between the Ministry of Science, Technology, and Research and UNDP. Citra worked with the Sri Lanka Institute of Development Administration (SLIDA) at the Ministry of Public Administration, to conduct a capability building programme in June 2017 for a cohort of induction trainees and a group of Class I officials which was received well by all officials involved. As a scaling up of this initiative, a partnership has been established with the Ministry to co-develop a comprehensive programme on Foresight and Innovation for the Public Sector of Sri Lanka.</p> <p>The proposed Programme will be tailor-made to suit the requirements of the public sector to strengthen and transform them to become champions in the sustainable development process of the country.</p>
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 to Conduct a Workshop on Foresight and Innovation for Public Sector Capability Building.
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	Partnerships Analyst, UNDP
Frequency of Reporting	Monthly
Progress Reporting Requirements	Submit a progress report reflecting each key deliverable.
Location of work	<input checked="" type="checkbox"/> At Contractor's Location and in Sri Lanka as per TOR
Expected duration of work	06 months
Target start date	<del>11<sup>th</sup> February 2019</del> 20 <sup>th</sup> February 2019
Latest completion date	<del>31<sup>st</sup> July 2019</del> 15 <sup>th</sup> August 2019
Travels Expected	As per the TOR
Special Security Requirements	<input checked="" type="checkbox"/> Comprehensive Travel Insurance
Facilities to be Provided by UNDP (i.e., must be	<input checked="" type="checkbox"/> Meals, accommodation and travel during the training course/ recap of the programme of deliverable 2 & 4

<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.

excluded from Price Proposal)	
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars for international bidders <input checked="" type="checkbox"/> Local Currency for bidders in Sri Lanka
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes. Please indicate separately in the financial proposal
Validity Period of Proposals (Counting for the last day of bid closing)	<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>	<ul style="list-style-type: none"> <li>• 10% of payment upon signing the contract</li> <li>• 10% of payment upon completing Deliverable 1</li> <li>• 40% of payment upon completing Deliverable 2</li> <li>• 20% of payment upon completion of Deliverable 3</li> <li>• 20% of payment upon completion of Deliverable 4</li> </ul>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Innovation Focal Point / Partnerships Analyst, UNDP
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for 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> <p><input checked="" type="checkbox"/> Expertise of the Firm 34.30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 22.85%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 42.85%</p> <p><b>(Please refer TOR for the detail evaluation criteria)</b></p> <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>	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 4)</p>
Conditions and Procedures for electronic submission	<p><input checked="" type="checkbox"/> Official Address for e-submission: <b><i>procurement.lk@undp.org</i></b></p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only, financial proposal should be password protected</p> <p><input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening. Financial bid will be opened after the evaluation of technical proposals.</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 10 MB</p> <p><input checked="" type="checkbox"/> Max. No. of transmission: 4</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: <i>one Technical proposal &amp; one Financial proposal</i></p> <p><input checked="" type="checkbox"/> Mandatory subject of email: <i>Conduct a Workshop on Foresight and Innovation for Public Sector Capability Building (RFP/INNO/2019/03)</i></p>
Contact Person for Inquiries (Written inquiries only) <sup>5</sup>	<p>Communication and Knowledge Management Associate, Citra Social Innovation Lab, United Nations Development Programme</p> <p><a href="mailto:deshani.senanayake@undp.org">deshani.senanayake@undp.org</a></p>
Other Information [pls. specify]	<p>Technical proposal and Financial Proposals should be submitted in separate seal envelopes. RFP ref reference number should be clearly mark on the envelope)</p> <p>Address: 202-204 Bauddhaloka Mawatha, Colombo 7, Sri Lanka</p> <p>For electronic submission, a separate password protected transmission for the financial proposal need to submitted along with the technical bid.</p>

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

<sup>5</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>6</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>7</sup>)*

[insert: Location].

[insert: Date]

To: Head of Procurement, UNDP, 202-204 Bauddhaloka Mawatha, Colombo 07.

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>6</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>7</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 Team Leader and supporting team, etc.;*
- b) CVs demonstrating qualifications of the team; and*
- c) **Written confirmation from each personnel that they are available for the entire duration of the contract.***

### D. Cost Breakdown as per Deliverable\*

Kindly note that following the submission of proposals and evaluation, the below percentages may be subject to revision prior to signing the final contractual agreement with the selected service provider.

	<b>Deliverables</b>	<b>Percentage of Total contract *</b>	<b>Price (All-inclusive Lump Sum) LKR</b>
1	Signing the Contract	10%	
2	Provide support in the selection process of candidates for the programme	10%	
3	Develop and conduct the programme over the 5-day residential training, and share experiences with the Citra Team	40%	
4	Provide online technical support to participants.	20%	
5	Conduct a 2-day recap session for the participants.	20%	
	<b>Total</b>	<b>100%</b>	

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

**E. Cost Breakdown by Cost Component [please list your components as per the requirement]**

The calculation of fees should indicate the Total Cost for an “all-inclusive” cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR

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

Please complete the following table with relevant information.

Name of the team member	Qualifications	Years of experience	Role/s undertaken in the assignment

*[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.





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## Annex 4

### **Terms of Reference (TOR)** **Public Sector Capacity Building Workshop on Foresight and Innovation**

Assignment : Conduct a Comprehensive Programme on Foresight and Innovation  
for Public Sector Capability Building  
Reports to : UNDP Innovation Focal Point/Partnerships Analyst  
Language required : English

#### **1. PROJECT DESCRIPTION**

UNDP Sri Lanka began its innovation work in 2014, which resulted in the first National Summit on Foresight and Innovation for Sustainable Human Development held in 2016. The primary outcome of the Summit was to strengthen the foresight and innovation eco-system through the establishment of a Social Innovation Lab in the country. Following a scoping mission conducted by Pulse Lab Jakarta to gauge the readiness of the institutions and organizations for a Lab of this kind, and extensive deliberations with multiple partners and stakeholders on possible ways forward, Citra Social Innovation Lab was established as a joint cost-shared initiative between the Ministry of Science, Technology, and Research and UNDP.

Citra use foresight and innovation tools to prototype and test development solutions to ensure they are agile and holistic before nation-wide implementation. The Lab facilitates creating an environment that is conducive to looking at problems from different perspectives and delivers holistic and sustainable development solutions.

One main pillar of work for Citra is identifying, highlighting and further empowering public sector officials who are performing in innovative and new ways within their existing systems. Before its formal establishment, Citra worked with the Sri Lanka Institute of Development Administration (SLIDA) at the Ministry of Public Administration, to conduct a capability building programme in June 2017 for a cohort of induction trainees and a group of Class I officials which was received well by all officials involved.

As a scaling up of this initiative, a partnership has been established with the Ministry to co-develop a comprehensive programme on Foresight and Innovation for the Public Sector of Sri Lanka. The proposed Programme will be tailor-made to suit the requirements of the public sector to strengthen and transform them to become champions in the sustainable development process of the country.

#### **2. SCOPE AND OBJECTIVE**

The service provider is to develop and conduct a pre-agreed, customized programme over a residential 5-day training that is specifically targeting the needs of the public sector of the country. The components may include global leadership, problem solving methodologies, innovation in development, integrated solutions, systems

thinking, understanding user journey, and design-thinking strategies, and other such tools to strengthen the capabilities of these officials.

After the completion of the programme, the officials will be convened for a 2-day recap session after approximately 3 months to share their experiences in using these techniques and tools in their everyday processes. This will guarantee the participants utilizing the skills they gain through the initial programme, and in so doing contribute towards the larger objective of this programme itself. The service provider is expected to share technical expertise and mentor these officials during these 3 months.

The overall objective of this programme is to build an exclusive cohort of public service officials who will be exposed to new methods of development planning, calculated risk-taking, foresight, and integrated development services, thereby cultivating efficient public service delivery to meet the ambitious development visions of Sri Lanka.

### **3. EXPECTED OUTPUTS**

#### **DELIVERABLES:**

The key deliverables are as follows:

1. Provide support in the selection process of candidates for the programme
  - a. Provide input to the selection process, including but not limited to, the selection criteria and methods of evaluation at the interviews (end February/ beginning of March 2019)
  - b. Connect to at least 3 interviews through Skype (beginning March 2019)
2. Develop and conduct the programme over the 5-day residential training, and share experiences with the Citra Team
  - a. Develop a tailor-made programme which effectively targets the needs of the Sri Lanka public sector (end February and March 2019)
  - b. Incorporate contextual input by SLIDA trainers into the programme
  - c. Conduct the pre-agreed programme on-site (end March 2019)
  - d. Conduct a briefing session before and after the workshop for the Citra team (end March/beginning of April 2019)
  - e. Share technical experiences and build capabilities of the Citra Team (1 additional day)
3. Provide online technical support to participants
  - a. Over the 3 months period provide continued guidance and technical support to the participants as they implement their individual/group projects using the tools and skills gained through the training – ideally one session with each individual/group per month for 3 months (over the months of April, May and June 2019)
4. Conduct a 2-day recap session for the participants
  - a. Conduct an on-site 2-day session to facilitate the sharing of experiences and lessons learnt through the implementation of the individual/group projects during the 3-month period (end June / beginning of July 2019)
  - b. Provide feedback and input on the implemented projects

## **RESPONSIBILITIES:**

Thus, the organization will;

- Ensure timely work is carried out in order to meet each target in accordance with the pre-planned timeline
- Be open to working collaboratively with the facilitators from SLIDA and the Citra team to ensure the programme fits with the needs of the public sector in the country
- Work effectively with all relevant stakeholders and partners to effectively conduct this programme

## **4. INSTITUTIONAL ARRANGEMENT**

The Service Provider will be contracted by the United Nations Development Programme (UNDP) Sri Lanka on behalf of Citra Social Innovation Lab.

Citra will ensure the below responsibilities:

- An introductory meeting with SLIDA – the Government counterpart in this initiative – and other stakeholders
- Provide accommodation and meals for Service Provider during the course of the programme
- Active engagement to successfully carry out the preparations required for this programme
- Provide any relevant background information/details to successfully complete the above deliverables

The Service Provider should incorporate all related costs, including airfare to and from Sri Lanka, and any other logistical costs in their financial proposals.

## **5. DURATION OF THE WORK**

- The expected duration of the assignment is approximately 6 months from the time of entering into the contract. Please note that it is critical to adhere to the stipulated timeline, as the developed programme needs to be delivered to the selected participants at the pre-agreed time (March 2019)
- The target date of commencement of the work will be the 20th February 2019, with the expected date of full completion of the assignment being 15th August 2019, making allowances for any un-envisaged challenges.

## **6. CONSULTANCY FIRMS' EXPERIENCE AND REQUIREMENTS**

- A minimum of five years' relevant experience conducting similar training programmes for public servants around the world
- Experience working with multiple and diverse partners/stakeholders
- Availability during the entire time frame of the assignment
- Should oversee all technical expertise contributing to the development of the training programme
- Strong background in developing workshop materials similar to the proposed programme
- Organization should hold a valid registration in their respective country

## 7. TEAM EXPERIENCE AND REQUIREMENTS

- Minimum of 1 team leader (Master's Degree in a related field) and 1 team member (Bachelor's Degree in a related field) as part of the team
- The Team Leader to have a minimum of five years' relevant experience carrying out assignments of a similar scope
- Availability of all team members during the entire time frame of the assignment
- Build strong relationships with participants, focuses on impact and result for the participants and responds positively to feedback

## 8. SELECTION OF SERVICE PROVIDER

Overall technical evaluation criteria:

Summary of Technical Proposal	Total Points
Part 1: Expertise of Service Provider	240
Part 2: Proposed methodology, work plan and approach	160
Part 3: Resource team capacity	300
Total	700

Details of evaluation criteria and marking scheme:

Part 1: Expertise of Service Provider:

No	Criteria	Points
1.1	Quality of relevant sample materials related to development work such as capacity building programmes, co-designing initiatives, etc.	170
1.2	Previous experience working on similar programmes, such as developing and conducting capacity building work for public sector	70

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)	60
2.2	Realistic work plan, including details on specific tasks and timeline as well as contingency measures	50
2.3	Defined tasks for the scope and correspondence to the TOR	50

### Part 3: Resource team

No	Criteria	Points
3.1	Previous work experience of resource team	140
3.2	Sufficient human resources with thematic expertise and cross sectoral composition to undertake scope of work and deliverable	95
3.3	Relevant academic and professional qualifications of resource team	65

## 9. PAYMENT FOR SERVICES

- 10% of payment upon signing the contract
- 10% of payment upon completing Deliverable 1
- 40% of payment upon completing Deliverable 2
- 20% of payment upon completion of Deliverable 3
- 20% of payment upon completion of Deliverable 4

## 10. INQUIRIES

All general inquiries should be directed to **Deshani Senanayake, Communications and Knowledge Management Associate** via [deshani.senanayake@undp.org](mailto:deshani.senanayake@undp.org).