



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

NAME & ADDRESS OF FIRM	DATE: September 30, 2019
	REFERENCE: RFP-2019-16

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Technical Assistant on Climate Finance Asia: Galvanizing Private Sector Action – under Climate Finance Network – Innovative Finance Workstream**.

Please be guided by the form attached hereto as Annex 2 and Annex 3, in preparing your Proposal.

Your offer, comprising of a Technical and Financial Proposal, should be submitted in accordance with Section 2, through eTendering online system and by the deadline indicated in <https://etendering.partneragencies.org>

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals.

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

*Keshini Wijesundera*  
*Manager, Transactional Services Team*  
*30 September 2019*

## Description of Requirements

Context of the Requirement	<b>Technical Assistant on Climate Finance Asia: Galvanizing Private Sector Action – under Climate Finance Network – Innovative Finance Workstream</b>
Implementing Partner of UNDP	UNDP Bangkok Regional Hub- SDG Financing
Brief Description of the Required Services <sup>1</sup>	<p>The goal of the assignment is to develop an understanding of the barriers and opportunities for private sector investment in climate change action. The incumbent will engage the private sector to see how to increase climate-related investment in Southeast Asia, in alignment with UNDP's Climate Finance Network – Innovative Finance Workstream.</p> <p>Please refer to the Term of Reference (ToR) for the assignment for details.</p>
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> <li>1. Project plan &amp; timeline</li> <li>2. Interviewee list</li> <li>3. Interview guide(s)</li> <li>4. Final report</li> </ol> <p>Please refer to the Term of Reference (ToR) for the assignment for details.</p>
Person to Supervise the Work/Performance of the Service Provider	UNDP's Climate Change and Innovative Finance Advisor based in UNDP Indonesia Country Office. All activities will be conducted in close collaboration with Governance and Public Finance Management Specialist and Regional Private Sector Partnership Specialist at Bangkok Regional Hub.
Frequency of Reporting	Please refer to the Term of Reference (ToR) for the assignment for details.
Progress Reporting Requirements	The progress reporting is details in ToR as follows;
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	16 weeks
Target start date	1 November 2019
Latest completion date	28 February 2020

<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.

Travels Expected	<b>Destination/s</b>	<b>Estimated Duration</b>	<b>Brief Description of Purpose of the Travel</b>	<b>Target Date/s</b>
	Bangkok	3 days, 2 missions (TBC)	Programme workplan and briefing	Nov 2019
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others Not provided			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency			
Value Added Tax on Price Proposal <sup>2</sup>	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <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 type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>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.</p>			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>			

<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.

Payment Terms <sup>3</sup>	Outputs	Percentage	Timing	Condition for Payment Release
	1. submission of deliverable#1 to 3	50 percent	As per details in ToR	Within thirty (30) days from the date of meeting the following conditions:
	2. Submission of final deliverable	50 percent	As per details in ToR	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	1. UNDP BRH – SDG Finance Advisor and 2. UNDP BRH Indonesia Based – Climate Change and Innovative Finance Advisor and 3. UNDP BRH – Climate Change Finance Specialist			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <sup>4</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory 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	<b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm from past records of relevant projects on sovereign green bonds, green municipal bonds and/or climate change, energy and waste management sector (30%)			

<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.

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

	<p><input checked="" type="checkbox"/> Methodology, Appropriateness to the Condition and Timeliness of the Implementation Plan Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40%)</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30%)</p> <p><b>Financial Proposal (30%)</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> <p><b>Financial Proposal must be submitted as a separate file encrypted with a password.</b> None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors :  <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i></p>
Annexes to this RFP <sup>5</sup>	<p><input checked="" type="checkbox"/> Form for Submission of Technical Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Form for Submission of Financial Proposal (Annex 3)</p> <p><input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4)<sup>6</sup></p> <p><input checked="" type="checkbox"/> Detailed TOR (Annex 5)</p> <p><input checked="" type="checkbox"/> Technical Evaluation Criteria (Annex 6)</p>

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</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.

<p>Contact Person for Inquiries (Written inquiries only)<sup>7</sup></p>	<p><b>Thitima Phuavong</b> Executive/Operations Assistant Bangkok Regional Hub, RBAP United Nations Development Programme 3<sup>rd</sup> Floor United Nations Service Building Rajdamnern Nok Avenue, Bangkok 10200, Thailand <a href="mailto:procurement.th@undp.org">procurement.th@undp.org</a> Tel.: +66 (0)2 304 9100 ext. 5244</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>
<p>Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)</p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15 ) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li><input checked="" type="checkbox"/> Certificate of Registration of the business, including, Articles of Incorporation, or equivalent document if Bidder is not a corporation</li> <li><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years</li> <li><input checked="" type="checkbox"/> Previous list of clients and contracts including minimum two Satisfactory completion certificates from top clients.</li> <li><input checked="" type="checkbox"/> <b>Technical Proposal</b></li> <li><input checked="" type="checkbox"/> <b>Financial proposal submitted as a separate file encrypted with a password</b></li> <li><input checked="" type="checkbox"/> Any other required documents mentioned in Terms of Reference</li> </ul>
<p>Other Information <b>Documentation and rights over material</b></p>	<p>UNDP will retain ownership of all materials relating to the project and requires a comprehensive handover, complete with documentation, which will enable continued editing and maintenance of the final report.</p>

<sup>7</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 TECHNICAL PROPOSAL<sup>8</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>9</sup>)*

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

### A. Qualifications of the Service Provider

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

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

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

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

<sup>8</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>9</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.*

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

*[Designation]*

*[Date]*

## FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL<sup>10</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>11</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. 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>
Deliverable#1	Project plan & timeline	50%	
Deliverable#2	Interviewee list		
Deliverable#3	Interview guide(s)		
Deliverable#4	Report - ~10-15 page word document detailing findings, conclusions and recommendations related to the objectives listed in ToR; Covers information gathered from both literature review and interviews	50%	
	<b>Total</b>	<b>100%</b>	

\*This shall be the basis of the payment tranches

### B. Cost Breakdown by Cost Component *[This is only an Example]:*

<sup>10</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>11</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Team Leader / Senior Researcher				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs (2 missions to Bangkok/ approx. 3 days per mission)				
a. Ticket cost				
b. Daily allowance				
c. Terminal expense				
d. Visa fee				
2. Communications				
3. Local transportation				
4. Others (please specific)				
<b>III. Other Related Costs</b>				

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



Empowered lives.  
Resilient nations.

## GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL (DE MINIMIS) CONTRACTS (FOR CONTRACTS LESS THAN US\$ 50,000)

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

**1. LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:

**1.1** Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

**1.2** The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

### **2. OBLIGATIONS OF THE CONTRACTOR:**

**2.1** The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

**2.2** The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

**2.3** All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.



**3. LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

**3.1** UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

**3.2** Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

**3.3** The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

**3.4** The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

**3.5** In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

**3.6** The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

**3.7** The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

#### **4. PRICE AND PAYMENT:**

**4.1 FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

**4.1.1** The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

**4.1.2** UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

**4.1.3** Invoices shall indicate a deliverable completed and the corresponding amount payable.

**4.1.4** Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

**4.2 COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.



4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

## **5. ADVANCE PAYMENT:**

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

## **6. SUBMISSION OF INVOICES AND REPORTS:**

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

## **7. TIME AND MANNER OF PAYMENT:**

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.



**7.2** Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

## **8. RESPONSIBILITY FOR EMPLOYEES:**

**8.1** 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.

**8.2** The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

**9. 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.

**10. SUBCONTRACTING:** 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.

**11. 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 worker'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.

## **12. INSURANCE AND LIABILITY:**

**12.1** 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.

**12.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.

**12.3** 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.



**12.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

12.4.1 Name UNDP as additional insured;

12.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

12.4.3 Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**12.5** The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

**13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

**14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

**15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**15.1** Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

**15.2** 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

**15.3** At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

**15.4** 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 UNDP, shall be made available for use or inspection by 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.



**16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

**17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or 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:

**17.1** The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

**17.2** 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser’s prior written consent; *and*,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

**17.3** 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**17.4** UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

**17.5** 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.



17.6 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.

## **18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

## **19. TERMINATION:**

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.



**19.4** 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, 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 UNDP of the occurrence of any of the above events.

**19.5** The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

**20. NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

**21. NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

**22. SETTLEMENT OF DISPUTES:**

**22.1 AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

**22.2 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 22.1, 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. 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”) and Article 34 (“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.

**23. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.



## **24. TAX EXEMPTION:**

**24.1** Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

**25. MODIFICATIONS:** No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

## **26. AUDITS AND INVESTIGATIONS:**

**26.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

**26.2** UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

**26.3** The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**26.4** UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.



## **27. LIMITATION ON ACTIONS:**

**27.1** Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

**27.2** The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**28. ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

**29. SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

**30. STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

**30.1** The UN Supplier Code of Conduct;

**30.2** UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

**30.3** UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

**30.4** UNDP Vendor Sanctions Policy; and

**30.5** All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org) or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such



acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

**31. OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

**32. CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

**33. MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**34. SEXUAL EXPLOITATION:**

**34.1** In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

**34.2** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**34.3** 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.

**35. ANTI-TERRORISM:** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/qa\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/qa_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

## TERMS OF REFERENCE

### Technical Assistant on Climate Finance Asia: Galvanizing Private Sector Action –under Climate Finance Network – Innovative Finance Workstream

#### A. Background Information and Rationale, Project Description

The scope and ambition of the Sustainable Development Goals (SDGs), together with the important commitments made in the Paris Agreement on Climate Change, require actions that go far beyond what Governments, international organizations and aid flows alone can achieve. According to the [OECD](#), official development assistance (ODA) was US\$146.6 billion in 2017.<sup>i</sup> By comparison, 2017 foreign direct investment (FDI) flows to developing economies were over four times greater, or US\$671 billion. Global FDI totaled US\$1.43 trillion in 2017<sup>ii</sup>. Global household wealth stands at \$250 trillion, and institutional investors – in the form of pension funds, endowments, sovereign wealth funds and investment houses – manage financial portfolios of more than \$100 trillion. Therefore, the challenge to finance the SDGs or to transition economies to green growth pathways by addressing climate change risks and opportunities is not the of lack of money, but rather where, how and why money flows and what are the impacts of those flows. The issue is systemic and much deeper than closing any financial gap. It demands the re-orientation of how investors, businesses and government interact with each other to create a system to achieve results in the three dimensions of sustainable development: economic, social and environmental.

Globally, investors have started to understand and adjust their investment decision-making to include a consideration of the risks and opportunities associated with climate change and are also beginning to demonstrate concern about sustainable supply chains. However, this shift is still too slow to deliver on the global targets agreed under the Paris agreement and is slower in Asia than in Europe and North America. A recent study<sup>12</sup> found that ESG integration (investment strategies that take some environmental, social or governance considerations into account) was being used for 14.4% of assets under management (AUM) in the U.S. and 12.6% in Europe, but only for 0.7% in Asia. Moreover, 83% of Asia's ESG-oriented investment is concentrated in Japan, indicating an even greater gap between most of Asia and other advanced markets.

#### The Challenge

Asset owners and asset managers have extraordinary influence in shaping private sector behaviors that impact national economic growth. It is well recognized that climate change represents material risk (financial, physical and reputational) to businesses globally. This is especially true for businesses operating in Asia where the impacts of climate change are likely to be the most extreme. Despite these risks, there remains significant room for investors in Asia to improve their practices on integrating climate considerations into their investment models. Numerous studies and discussions have identified obstacles including:

<sup>12</sup>Johan Thuard, Harvey Koh, Anand Agarwal, Riya Garg: "Financing the Future of Asia: Innovations in Sustainable Finance" April 2019; Developed and published by FSG with support from Rockefeller Foundation and Asia Venture Philanthropy Network (AVPN)

- ) Lack of awareness of the risks and opportunities associated with climate change<sup>13</sup>;
- ) Limited availability of reliable, comparable ESG-related data in a format that can be used by investors. As explained by Madhu Gayer, Head of Investment Analytics for the APAC region at BNP Paribas Securities, “The shortage of data to support ESG investments has led some senior management ranks to be more skeptical, which in turn has limited adoption across the Asia Pacific region, and globally more generally.”<sup>14</sup>
- ) Insufficient regulation or incentives to drive investor practice and a lack of public-private partnerships to help address this gap and that facilitate dialog between corporates, investor groups and government<sup>15</sup>; as well as
- ) Complexity of valuation of ESG risks and opportunities<sup>16</sup>,

Additional efforts to motivate and enable change among the investor community have the potential to significantly mitigate climate change as well as to improve resilience of business and society in the region. UNDP propose to address this potential by identifying opportunities to accelerate the nascent shift in investor behavior associated with mitigating climate change and building resilience to risk in the region.

### **The Climate Finance Network**

In March 2019, UNDP in partnership with Oxford Policy Management (OPM) launched the Climate Finance Network (CFN), a knowledge management and technical support facility to identify and support climate finance innovations in the region and facilitate, accelerate and scale up these innovations. The CFN will share cutting-edge knowledge from ongoing reforms on financing climate action that are taking place at the country level across the Asia-Pacific Region, building off learnings from various programmes and policy initiatives. It will curate knowledge and experience from stakeholders across government, private sector, philanthropy and wider civil society and develop best practice notes for south-south exchange and adoption and/or scale up in new locations. The CFN will work across six thematic workstreams:

1. Climate Change and Domestic Budget Reform
2. Direct Access to International Climate Finance
3. *Innovative Climate Change Financing*
4. Gender and Social Inclusion in Climate Change Finance
5. Transparency and Accountability in Climate Change Finance
6. Modelling Climate Impacts on Economic Growth

This proposed initiative falls under the Innovative Climate Change Financing workstream and will provide an entry point for further engagement with institutional investors and corporations.

<sup>13</sup> Source: <https://thewire.in/environment/asian-media-misleads-public-on-air-pollution>

<sup>14</sup> Source: “Sustainability in Capital Markets: A Survey of Current Progress and Practices” Hight Meadows Institute, 2019

<sup>15</sup> Source: Six barriers to ESG integration found in a study by UNEP FI and PR included both “difficulty [for investors] in engaging companies on ESG factors” and “Few regulatory mechanisms requiring investors to integrate ESG”; Sept 2016; See the full study [here](#)

<sup>16</sup> For example, a case study on Zurich Insurance Group in High Meadows Institute report “Sustainability in Capital Markets: A Survey of Current Progress and Practices” explains: “Many ESG factors can potentially affect risk and return. The channels through which they affect risk and return are at times complex and vary from sector to sector. It is important for portfolio managers to receive adequate and regular training to help them understand the economic importance of ESG.



## B. Specific Objectives

The goal of the assignment is to develop an understanding of the barriers and opportunities for private sector investment in climate change action. The incumbent will engage the private sector to see how to increase climate-related investment in Southeast Asia, in alignment with UNDP's Climate Finance Network – Innovative Finance Workstream.

## C. Scope

UNDP envision a medium to long term partnership that leverages UNDP's convening power to connect investors and governments for:

- ) Exploring barriers and solutions to attracting private finance,
- ) Facilitating South-South learning, and
- ) Showcasing climate investment opportunities in Southeast Asia.

The initiative would entail three broad phases:

- ) Phase 1 – Market assessment and initial stakeholder engagement
- ) Phase 2 – Detailed stakeholder engagement and solution design
- ) Phase 3 – Implementation and continuous monitoring and improvement

**The scope of work detailed in the TOR covers Phase 1 only.** The partners are in the process of identifying and approaching other funders to support the overall effort. Successful engagement, analysis and outputs from phase 1 will greatly enhance our ability to attract significant resources for phases 2 and 3.

## D. Approach and Methodology

In order to set the lay the foundations to successfully engage the private sector on climate finance in Asia, **the Phase 1 project has the following objectives:**

### 1. Understand the current landscape:

- a. What are the drivers, enablers and barriers climate finance in Asia? What trends do we see in investor awareness of, interest in and action on this topic?
- b. What are the leading practices of investors globally and in the region that have successfully integrated climate considerations into their investment approaches?
- c. What initiatives, groups and communication channels currently engage investors on climate finance in Asia? What are their strengths, weakness and gaps?

### 2. Identify potential solutions:

- a. Define hypotheses around the types of platform/engagement mechanisms that UNDP and service provider might develop to help fill the gaps and accelerate private sector action on climate finance.
- b. What differentiates leaders in climate finance from the rest of the pack? How can our approach bridge the difference?
- c. What impacts and lessons learned from existing platforms should factor into solution design? How can our solution be additive rather than duplicative?

Note: given the budget constraints, it is unlikely that we will be able to get to the stage of clear solution which has been sufficiently vetted to move into design and development mode, but rather we will have a starting point with some possible ideas/hypotheses and a clearer understanding of how to proceed in Phase II in order to further validate and refine our preliminary conclusions from this phase.

### 3. Engage stakeholders:

- a. Conduct interviews with up to **15 stakeholders** including investors, banks, associations and other relevant entities in order to gather perspectives related to the questions under objectives #1 and #2 above, and also to begin to build connections with potential collaborators/participants of the future platform.

### 4. Define Next Steps: Based on findings and analysis on topics 1-3 above, refine and clarify our plans for phases 2 and 3 of the initiative

In responding to the key objectives mentioned above, the service provider is required to complete but not limited to the following list of activities:

- a. **Conduct literature review** – desktop research to address the above questions (Note: ~2 person days are allocated for this task)
- b. **Conduct ~12-15 interviews** – Build list of target investors, banks and associations and gather their perspectives on key questions. Depending on interest and availability of the contacts, interviewees may include (but not limited to) names such as the following:

#### Investors, Banks, Stock Exchanges

- |                 |                           |                             |
|-----------------|---------------------------|-----------------------------|
| a) BNP Parisbas | g) Siam Commercial Bank   | l) Hong Kong Stock          |
| b) HSBC         | h) KKR                    | Exchange                    |
| c) Temasek      | i) Anchor Equity Partners | m) Singapore Stock Exchange |
| d) Maybank      | j) GPIF                   | n) Bursa Malaysia           |
| e) AIA          | k) MFG Asset Management   | o) Others                   |
| f) Ping An      |                           |                             |

#### Associations or Initiatives

- a) The Principles for Responsible Investing (PRI)
  - b) World Wildlife Fund (WWF)
  - c) The Asia Investor Group on Climate Change (AIGCC)
  - d) The Hong Kong Green Finance Association
- c. **Write report and presentation** – Distill and synthesis results from steps 1-2 into a succinct report that:
    - ) Clarifies the findings and conclusions regarding the questions outlined in the Scope section above
    - ) Serves as the basis for discussion and engagement to move into phases 2 and 3 of the initiative (i.e. with potential funders, participants, etc.).

## E. Deliverables and Schedules/Expected Outputs

Deliverable	Description	Notes on Timing / Reviews
<b>a. Project plan &amp; timeline</b>	Updated and more detailed version of key elements of this document including the timetable	To be agreed upon with UNDP within one week after project kick off
<b>b. Interviewee list</b>	List of target interviewees with contact info (sufficient to secure ~12-15 interviews)	) Drafts to be provided within the first ~2-3 weeks into the project for feedback/input from UNDP, ideally within 1 week of receipt ) Final versions would be provided shortly thereafter; ) Updates on interview scheduling to be shared on an ongoing basis
<b>c. Interview guide(s)</b>	Questions for key stakeholders; Tailored to each stakeholder group	
<b>d. Report</b>	~10-15 pages word document detailing findings, conclusions and recommendations related to the objectives listed above; Covers information gathered from both literature review and interviews	) Outline – ~ 6-8 weeks into the project; ) Draft – ~10-12 weeks into the project. Assume 1 week for feedback from UNDP and another 1-2 weeks for the final version

## F. Key Performance Indicators and Service Level

The performance of service will be evaluated based on the actual quality deliverables, the relevance to areas of scoping described, applicability of insights and knowledge obtained from the findings. The service provider will provide UNDP with the final report on any findings based on the following structure:

- Clear outline of specific private sector players in selected sector(s) including energy, agriculture, infrastructure and retail;
- Mapping and matching between selected private sector and the government in the UNDP Country Offices where UNDP works;
- Actual meeting(s) between identified private sector(s) and government(s) where the partnership team of UNDP can further build on their works in the next phase.

If the service provider doesn't meet the required service level, UNDP will not certify payments for the deliverable i.e. no payment will be made until UNDP certifies and accepts the deliverables. Eventually, if the deliverables are not met as per specifications, the contract may be terminated as per UNDP Procurement rules and regulations.

## G. Governance and Accountability

The service provider is required to work closely with the relevant UNDP technical staff in the country offices. The overall assignment will be supervised and oversight by UNDP's Climate Change and Innovative Finance Advisor based in Indonesia country office, Climate Change and Public Finance

Management Specialist and Regional Private Sector Partnership Specialist of UNDP Bangkok Regional Hub.

The service provider will shoulder all cost including airfare, accommodation and other related cost while doing the mission in Asia and Pacific. Any additional technical support cost that will be deployed during the missions must be included in the financial proposal.

**H. Facilities to be provided by UNDP**

UNDP will support the service provider in gaining access to relevant and needed information. If required, the service provider will identify the need for the meetings and will conduct the consultation meetings in collaboration with UNDP.

The service provider will have sole responsibility for all logistical, administrative and maintenance support necessary to its personnel for the duration of the contract with no responsibility on the part of UNDP. This shall include the following:

- ) The welfare of its staff including payment of salaries, medical insurance, medical and casualty evacuation in the event of a security breakdown.
- ) Arrangements for logistics across all aspects of the assignment including in-country transportation for its operations, accommodation and any visa requirements.
- ) Security for all its personnel and assets. Neither the UNDP nor its national partners shall provide security facilities or be liable for any individual and material damage.
- ) Ensure adequate communication with UNDP.

**I. Expected duration of the contract/assignment**

The period of the assignment (Phase 1) will be for 16 weeks starting from November 2019 – February 2020.

**J. Duty Station**

This assignment will be home based with possible trips to the countries in Asia and the Pacific including Thailand for workshop meeting(s).

**K. Professional Qualifications of the Successful Contractor and its key personnel**

***Service Provider***

- ) Minimum 8 years of experience in business/ social science research;
- ) Research experience in the field of private sector engagement, climate change finance, or relevant fields with minimum 7 years of experience in this area;
- ) Service Provider should have experience working with private sectors in South Asia, South East Asia and Pacific countries would be considered as an advantage;
- ) Experience working with international organisations or UN agencies is an asset;
- ) Flexibility and openness to accommodate clients' needs;
- ) Excellent command of spoken and written in English.

**Team Leader /Senior Researcher (1 position)**

- )] Master's degree or equivalent in Climate Change, Public Finance, Education, Public Policy, Economics, Social Sciences or other related field is required;
- )] Proven track record in Social Venture Network (SVN), and/or SDGs with minimum 7 years of experience in this area;
- )] Minimum 7 years of working experience on sustainable development in partnership with private sector and/ or private sector engagement;
- )] Prior work experience in Asia -Pacific region is desirable. The minimum requirement is 7 years experiences working in the region.
- )] Minimum 7 years of experience working on climate change, business sustainability and/or corporate social responsibility is desirable;
- )] Minimum 7 years of experience working with private sector on specific sector namely environment / business and human rights / community economic development, climate change action, and/or governance and accountability would be an asset;
- )] Excellent written and spoken English skills.

The professional qualification above is the minimum requirement. Service provider can propose the number of key technical personnel which more than indicated in this ToR.

**L. Price and Schedule of Payments**

Deliverable	Percentage	Notes on Timing / Reviews
<b>1. Project plan &amp; timeline</b>	50	)] To be agreed upon with UNDP within one week after project kick off
<b>2. Interviewee list</b>		)] Drafts to be provided within the first ~2-3 weeks into the project for feedback/input from UNDP, ideally within 1 week of receipt )] Final versions would be provided shortly thereafter; )] Updates on interview scheduling to be shared on an ongoing basis
<b>3. Interview guide(s)</b>		
<b>4. Report</b>	50	)] Outline – ~ 6-8 weeks into the project; )] Draft – ~10-12 weeks into the project. Assume 1 week for feedback from UNDP and another 1-2 weeks for the final version

**M. Additional References or Resources**

N/A

## TECHNICAL EVALUATION CRITERIA

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	<b>Total</b>	<b>1000</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	90
1.2	General Organizational Capability which is likely to affect implementation: <ul style="list-style-type: none"> <li>) Financial stability</li> <li>) loose consortium, holding company or one firm</li> <li>) age/size of the firm</li> <li>) strength of project management support</li> <li>) project financing capacity</li> <li>) project management controls</li> </ul>	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	20
1.4	Quality assurance procedures and risk mitigation measures	70
1.5	Organizational Commitment to Sustainability (mandatory weight) <ul style="list-style-type: none"> <li>-Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 5 points</li> <li>-Organization is a member of the UN Global Compact -5 points</li> <li>-Organization demonstrates significant commitment to sustainability through some other means- 20 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</li> </ul>	30
<b>Total Section 1</b>		<b>300</b>

Section 2. Proposed Methodology, Approach and Implementation Plan			Points obtainable
2.1	To what degree does the service provider understand the task?		30
2.2	Have the important aspects of the task been addressed in sufficient detail?		25
2.3	Are the different components of the project adequately weighted relative to one another?		20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?		55
2.5	Is the conceptual framework adopted appropriate for the task?		65
2.6	Is the scope of task well defined and does it correspond to the TOR?		120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		85
Total Section 2			400

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		100
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader/Senior Researcher		200
	- Experience in social venture network (SVN) and/or SDGs	50	
	- working year experience on sustainable development in partnership with private sector and/ or private sector engagement	50	
	- working with private sector on specific sector namely environment / business and human rights / community economic development, climate change action, and/or governance and accountability	50	
	- Relevant education background	25	
	- Language Qualifications	25	
Total Section 3			300

<sup>i</sup> <http://www.oecd.org/newsroom/development-aid-stable-in-2017-with-more-sent-to-poorest-countries.htm>

<sup>ii</sup> United Nations Conference on Trade and Development (2018). *World Investment Report 2018*. Retrieved from [https://unctad.org/en/PublicationsLibrary/wir2018\\_en.pdf](https://unctad.org/en/PublicationsLibrary/wir2018_en.pdf)