



REQUEST FOR PROPOSAL (RFP) for
Development of Climate training program and Training of Trainers (ToT)

Dear Sir / Madam:

We kindly request you to submit your Proposal for Development of Climate training program and Training of Trainers (ToT)

Proposals may be submitted on or before **Sunday, September 05, 2021** and via email, courier mail or fax to the address below:

United Nations Development Programme
Procurement Unit
procurement.bt@undp.org

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

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

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

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

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

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

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

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

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

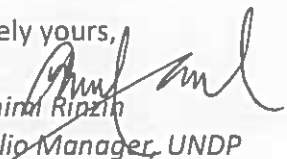
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Mr. Chiraj Riaz
Portfolio Manager, UNDP
8/20/2021

Description of Requirements

Context of the Requirement	<i>Please refer ToR</i>
Implementing Partner of UNDP	To be determined
Brief Description of the Required Services	Development of Climate training program and Training of Trainers (ToT)
List and Description of Expected Outputs to be Delivered	Please refer ToR
Person to Supervise the Work/Performance of the Service Provider	The Consulting Firm shall work under the direct supervision of the Project Manager/ Technical Coordinator, NAP Project, UNDP on day-to-day activities and submit reports as required and agreed in the work plan/time schedule.
Frequency of Reporting	Output based and as and when needed
Progress Reporting Requirements	Please refer ToR
Location of work	Please Refer ToR
Expected duration of work	The duration of contract shall be for total combined 100 working days (spread over five months) w.e.f October 2021 to January 2022
Target start date	Immediately upon signing of contract
Latest completion date	January 2022
Travels Expected	Please refer ToR
Special Security Requirements	<input checked="" type="checkbox"/> Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please refer ToR

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"/> BTN Ngultrum
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Not Applicable. UNDP is exempted from payment of any form of tax.
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. 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	<ul style="list-style-type: none"> • 30% of the contract amount upon Submission of the Inception Report with the draft training contents review 70 % of the contract amount upon Conducting ToT and submission of final Report containing: <ul style="list-style-type: none"> • ToT manual • Report of ToT • List of Trainers • Training Calendar
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The progress of the consultant will be monitored based on the timelines and milestones indicated in the inception note. UNDP will disburse the payments based on the clearance and certification of payment by the UNDP Project Manager
	<input checked="" type="checkbox"/> Contract for Professional Services

Type of Contract to be Signed	
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 criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> Please refer ToR <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ¹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR (Annexure 4)
Contact Person for Inquiries (Written inquiries only) ³	<i>Ms. Nima</i> <i>Procurement Associate UNDP</i> <i>nima@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Other Information	<p>The Technical Proposal document must be submitted along with the following documents:</p> <ul style="list-style-type: none">• A brief background of the applicant firm and a letter of intent.• Evidence of experience in undertaking similar works (provide examples and referees).• Technical proposal: A summary of the methodology and timelines for ensuring completion of work by required time.• CVs of the lead consultant and key team members.• Financial proposal (all-inclusive lump sum amount with cost breakdown). <p>Interested Firms are requested to submit proposal in electronic format through procurement.bt@undp.org before midnight of 5th September 2021, Bhutan Standard Time.</p>
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FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].
[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				

b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract

or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be

delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

- 13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
- 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

- 13.2.1 any other party with the Discloser's prior written consent; and,
- 13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general

principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the

Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

TERMS OF REFERENCE (TOR)

Development of Climate training program and Training of Trainers (ToT)

GENERAL INFORMATION

Services/Work Description:	National Consulting Firm
Project/Program Title:	Preparation of a National Adaptation Plan (NAP) for Bhutan, with a focus on the water sector
Type of the Contract:	Institutional Contract/Contract for Professional Services
Scope of Advertisement:	National
Duration:	100 working days (spread over five months)
Expected Start Date:	October 2021 to January 2022

I. BACKGROUND

Climate change is emerging as a threat to all climate-sensitive sectors such agriculture, hydropower, health, water etc. impacting livelihoods of the farmers and dependent communities in Bhutan. The issues related to climate change and its impact on the various sectors are complex and require a comprehensive understanding. As a part of the ongoing NAP Readiness Project (2019-2023) building the technical capacity for the generation of climate scenarios and impact assessment is one of the outcomes. The Project aims to institutionalise climate change training and capacity building in the universities for better reach and sustainability.

Exposure to various conceptual and methodological elements will be useful for climate change research, adaptation planning and implementation. The training programme to be offered using a 'blended mode' comprising theoretical and practical aspects will provide an overview and exposure to conceptual and methodological aspects related to vulnerability and risk analysis. The application of such approaches and methods in the various sectors will help in evolving appropriate adaptation strategies.

II. OBJECTIVE OF THE ASSIGNMENT

The prime objective of this assignment is to prepare suitable training program in line with the capacity and skills assessment conducted under the NAP Readiness Project and provide Training of Trainers to identified participants from the Government agencies, CSOs, universities,

institutions, and private sector. Trainers from the ToT cohort will then provide climate training to other participants through a 'blended mode' that will engage academicians and practitioners to deliver training and ensure good theory and real-world practical linkages. The specific objectives are:

1. Strengthen the capacity of government officials, decision makers and others to estimate climate risk and contribute to adaptation to climate change.
2. Support adaptation in communities, particularly the most vulnerable, through research and planning.
3. Generate a better shared understanding of the findings of research institutes and NCHM on climate variability and change.
4. Inform policy processes with good quality science-based knowledge.

III. KEY TASKS OF THE ASSIGNMENT

Task 1: Review of the draft training contents and develop suitable training program with clear learning objectives and contents.

Task 2: Develop training manuals for both ToT and the actual trainings, and complete training materials (power-point contents, case studies, relevant videos, group exercises, field/facilities visits).

Task 3: Conduct intensive ToT to two batches of Trainers.

Task 4: Review ToT and prepare list of trainers for subsequent mass roll out of the trainings.

Task 5: Prepare training calendar.

IV. KEY DELIVERABLES

1. Report outlining review of the draft contents and training methodology
2. Training manuals for both ToT and the actual trainings
3. Report on ToT
4. List of Trainers
5. Training calendar

V. PAYMENT MILESTONES AND AUTHORITY

The consulting firm will indicate the cost of services for each deliverable in Nu. (Ngultrum) when applying for this consultancy. In accordance with UNDP rules, the lump sum contract amount to be offered should consider the professional fee inclusive of travel, communications, out of pocket expenses, and other ancillary costs. Costs for conduct of the consultation meetings should not be included.

The qualified consulting firm shall receive its lump sum service fees upon certification of the completed tasks satisfactorily, as per the following payment schedule:

Activities/Deliverables	Target Due Dates	Schedule of Payments
Submission of the Inception Report with the draft training contents review	Second week of October 2021	30% of the contract amount
Conduct ToT and submit Final Report containing: <ul style="list-style-type: none"> • ToT manual • Report of ToT • List of Trainers • Training Calendar 	End of January 2022	70 % of the contract amount

VI. APPROACH OF THE WORK

The Consulting Firm will strictly follow the work plan and the time schedule agreed with UNDP in undertaking the contract assignment.

- The Consulting Firm will facilitate in presentations and coordination of the stakeholder workshops as per the agreed work schedule;
- The Consulting Firm will keep minutes of the consultation meetings/workshops; and
- Considering the current COVID-19 situation, the Consultant is expected to use innovative solutions for stakeholder consultation, where face-to face meetings and group discussions are not possible.

VII. DURATION AND TIMEFRAME OF THE WORK

- i. The duration of contract shall be for 100 working days spread over from First week of October 2021 to end of January 2022;
- ii. Delay in submission of the report as per the agreed time schedule will be liable for payment of penalty as per the contract agreement.

VIII. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

The Consulting Firm shall work under the direct supervision of the Project Manager/ Technical Coordinator, NAP Project, UNDP on day-to-day activities and submit reports as required and agreed in the work plan/time schedule.

IX. DUTY STATION

The assignment will entail travel frequent consultations with institutions and staffs based in Thimphu. Remaining tasks will be home-based. UNDP will not provide office space.

X. TEAM COMPOSITION AND QUALIFICATION

The Consultant is expected to be a firm or an institution with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality.

The prospective Firm is expected to meet the following minimum requirements:

1. Records and proof of success with similar works executed in the past;
2. At least five years of experience in development of capacity development training programs, conduct of trainings especially in areas of climate change;
3. Experience in e-learning, e-training, content management and virtual collaboration will be an asset;
4. Experience in liaising with international institutions/training professionals in conduct of ToT;

The multi-disciplinary team should comprise members with the following educational qualifications, experience and competencies:

1. National Team Leader

The Team Leader will be responsible for the overall performance, timeliness and quality of all deliverables. The Team Leader will lead the project team and development of all outputs, provide technical inputs and be the key point of communication for the UNDP Project Manager.

The Team Leader shall have:

- Experience of developing ToTs;
- Master's degree in Climate Change, Sustainable Development, Natural Resources Management or other field of study relevant to the training contents;
- At least 5 years of experience in designing training programs in climate change and allied areas, conduct of ToTs, and learning assessment;
- Has demonstrated ability to work with experts from different fields manage multi-stakeholder complex projects and providing effective training;
- Strong international exposure through professional and personal experience;
- Good presentation and communication skills and
- Good analytical and report writing skills.

2. Subject experts (National or International)

At least one expert each in:

- climate change vulnerability and risk assessments with good understanding of impacts on different sectors.
- climate change and economic analysis: Cost Benefit analysis, Cost Effectiveness Analysis, Multi Criteria Analysis, and other non-economic approaches. Computable

General Equilibrium (CGE) models and other relevant socio-economic models; climate resource mobilization and access from various sources like GCF, GEF and other multi and bilateral sources including private financing.

- meteorology, climate change projection and modeling;
- Gender integration and mainstreaming; and

Note: All subject experts should have excellent presentation, facilitation, and communication skills.

XI. RECOMMENDED PRESENTATION OF PROPOSAL

The consulting firm will indicate the cost of services for each deliverable in Nu. when applying for this consultancy. In accordance with UNDP rules, the lump sum contract amount to be offered should consider the professional fee inclusive of travel, communications, out of pocket expenses, and other ancillary costs.

The Technical Proposal document must be submitted along with the following documents:

- A brief background of the applicant firm and a letter of intent;
- Evidence of experience in undertaking similar works (provide examples and referees);
- Technical proposal: A summary of the methodology and timelines for ensuring completion of work by required time;
- CVs of the lead consultant and key team members;
- Financial proposal (all-inclusive lump sum amount with cost breakdown); and

Interested individual is requested to submit proposal in electronic format through procurement.bt@undp.org before midnight of 5th September 2021, Bhutan Standard Time.

XII. CRITERIA FOR THE SELECTION OF THE BEST OFFER

The selection of the best offer will be based on Combined Scoring method – where the qualifications and methodology will be weighted a max. of 70%, and combined with the price offer which will be weighted a max of 30%

Criteria	Weight	Maximum Point
Technical	70	
The technical assessment will be based on the following criteria:		
Expertise and experience of the Team Leader;		20
Technical competency of the experts; and		25

Quality of technical proposal (methodology)		25
Sub-Total A. (Technical)		70
Financial	30	30
Sub-Total B. (Financial)		30
Total (A+B)		100