



## REQUEST FOR PROPOSAL (RFP)

<b>Project ID: 00101490</b> <b>Project Name: GGP Adaptive Management &amp; Learning</b>	<b>DATE: March 31, 2021</b>
	<b>18457-2021</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Expert Organization to deliver a training on Facilitating Collaborative Partnerships during the 2021 Good Growth Conference.**

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

Proposals may be submitted on or before **Monday, April 19, 2021 at 17:00 (time of the Republic of Panama, UTC/GMT-5)** via email to the address below:

**United Nations Development Programme**  
**Procurement Unit**  
**Email: [procurement.rblac.regionalhub@undp.org](mailto:procurement.rblac.regionalhub@undp.org)**  
**Subject: 18457-2021 GGC Collaborative Partnerships Training**

Your Proposal must be expressed in **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/business/protest-and-sanctions.html>

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 :

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

UNDP Procurement Unit  
March 31<sup>st</sup>, 2021

## Description of Requirements

Context of the Requirement	<p>The UNDP Green Commodities Programme/ Good Growth Partnership is looking to engage an expert organization to deliver an online training for the Green Commodities Community (GCC) members as part of this year’s online Good Growth Conference (24-28 May 2021) The training should focus on building capacity in facilitating collaborative partnerships and innovation.</p> <p>The expert organization will work closely with the Green Commodities Programme (GCP) team and will report to the GGC Lead Designer.</p>
Implementing Partner of UNDP	N/A
Brief Description of the Required Services	<p>The expert organization will be expected to deliver a three-hour online training that will be tailored to the needs of the Green Commodities Community (GCC) and at the end of which the participants will:</p> <ul style="list-style-type: none"> <li>• Learn the conceptual foundations and practical tools that underpin strong collaborative partnerships – Must Know (one hour)</li> <li>• Learn concrete facilitation and communications skills to effectively lead powerful change and unlock innovation covering both virtual and in-person collaboration - Facilitating Collaborative Innovation (two hours)</li> </ul> <p>The training should be delivered twice to accommodate different time zones of the GCC practitioners and should be delivered by a gender-balanced team.</p> <p>The design of the session should allow active participation and interaction. The expert organization should send any relevant materials and information for the successful delivery of the training.</p> <p>Required duties and are further described in TOR attached as Annex 4.</p>
List and Description of Expected Outputs to be Delivered	<p>Deliverable 1. Delivery of training</p> <p>Detailed deliverables, as per described in TOR attached as Annex 4.</p>
Person to Supervise the Work/Performance of the Service Provider	GGC Lead Designer and GGP Global Project Manager
Frequency of Reporting	As described in TORs, Annex 4.
Progress Reporting Requirements	As described in TORs, Annex 4.

Location of work	As described in TORs, Annex 4.			
Expected duration of work	1 month			
Target start date	April 26 <sup>th</sup> , 2021			
Latest completion date	May 25 <sup>th</sup> , 2021			
Travels Expected	N/A			
Special Security Requirements	The Contractor shall remain solely responsible for the security of its personnel.			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	Required			
Currency of Proposal	United States Dollars			
Value Added Tax on Price Proposal	Must be exclusive of VAT and other applicable indirect taxes			
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	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	Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Delivery of training	100%	May 25 <sup>th</sup> , 2021	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	GGC Lead Designer and GGP Global Project Manager
Type of Contract to be Signed	Contract for the provision of Goods and / or Services.
Criteria for Contract Award	Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b> Expertise of the Firm (200 points) Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (350 points) Key Personnel -Trainer/Facilitator (150 points)  <b>Financial Proposal (30%)</b> 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:	One and only one Service Provider
Contract General Terms and Conditions <sup>1</sup>	General Terms and Conditions for de minimis contracts  Applicable Terms and Conditions are available at: <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
Annexes to this RFP	<ul style="list-style-type: none"> <li>• Description of Requirements (Annex 1)</li> <li>• Form for Submission of Proposal (Annex 2)</li> <li>• General Terms and Conditions / Special Conditions (Annex 3)</li> <li>• Detailed TOR (Annex 4)</li> </ul> Evaluation Matrix (Annex 5)
Contact Person for Inquiries	United Nations Development Programme Procurement Unit <a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a>

<sup>1</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.

(Written inquiries only) <sup>2</sup>	<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><b>Inquiries will be accepted until Thursday, April 15, 2021.</b></p>																												
Instructions for Proposal Submissions	<ul style="list-style-type: none"> <li>• Please submit proposals to <a href="mailto:procurement.rblac.regionalhub@undp.org">procurement.rblac.regionalhub@undp.org</a></li> <li>• Ensure that documentation does not contain viruses or damaged folders</li> <li>• Documents must be in PDF format</li> </ul> <p>Size of the documents: Max. 4MB for each mail</p>																												
Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<p>The proposal should include an index of all the documentation that has been sent.</p> <p>There is no restriction on the number of sent mails, being the only restriction the size limit of 4MB.</p> <p>Each proposer is responsible to submit their offer on the time and date required.</p> <p>If the proposal is sent to a private address, it could be rejected.</p> <ul style="list-style-type: none"> <li>• <u>Signed Annex 2</u>;</li> <li>• <u>Company profile</u>: should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured;</li> <li>• <u>Legal documents</u>: company constitution, legal representation, etc.;</li> <li>• <u>Reference letters</u>: of two jobs previously concluded;</li> <li>• <u>Financial capacity</u>: provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority, or a bank letter confirming a low five (5) figure range monthly balance;</li> <li>• <u>Track record and experiences</u>: provide the following information regarding corporate experience within the last seven (7) years which are related or relevant to those required for this Contract. For example:</li> </ul> <table border="1" data-bbox="459 1388 1417 1682"> <thead> <tr> <th>Name of Project</th> <th>Client</th> <th>Contract Value</th> <th>Period of Activity</th> <th>Types of Activities Undertaken</th> <th>Status or Date Completed</th> <th>Reference Contacts (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• <u>Certificates and accreditations</u>: including quality certificates, patent</li> </ul>	Name of Project	Client	Contract Value	Period of Activity	Types of Activities Undertaken	Status or Date Completed	Reference Contacts (Name, Phone, Email)																					
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<sup>2</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.

	<p>registrations, environmental sustainability certificates, etc.;</p> <ul style="list-style-type: none"><li>• <u>Written Self-Declaration</u>: that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List;</li><li>• <u>Proposed methodology</u>;</li><li>• <u>Subcontracting and Partnership</u> (if any).</li><li>• <u>Key personnel</u>: CVs demonstrating qualifications (key personnel) with written confirmation that the proposed focal point personnel will be available for the entire duration of the contract. Should include names and qualifications of the key personnel that will perform the services indicating who is the team leader, who are the supporting personnel, etc.</li></ul>
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## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)*

[insert: Location]

[insert: Date]

To: United Nations Development Programme  
Regional Hub for Latin America and the Caribbean

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 Mar/31/2021, 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) Financial Capacity – audited income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.; or a bank letter confirming a low five figure range monthly balance;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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

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

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**C. Qualifications of Key Personnel**

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

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

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

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Delivery of training	100%	
	Total	100%	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

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

*[Designation]*

*[Date]*



**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 <https://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>

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 antipersonnel 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/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

## UNITED NATIONS DEVELOPMENT PROGRAMME



### TERMS OF REFERENCE

**CLUSTER: Nature, Climate and Energy (NCE)**

#### A. GENERAL INFORMATION

**Request for Proposal for an Expert Organization to deliver a training on Facilitating Collaborative Partnerships during the 2021 Good Growth Conference**

Project ID: 00097946/ output 00101490 – GGP Adaptive Management & Learning

Type of Contract: Professional Services

Direct Supervisor: Good Growth Conference Lead Designer

Duty Station: Home-based

Estimated Start Date: April 2021

Duration: 1 month

#### B. PROJECT DESCRIPTION OR BACKGROUND

Most commodity sectors in developing countries are afflicted by poor production practices that lead to increasing pressure on ecosystems and fail to improve the livelihoods of rural communities. Poor production practices lead to negative environmental impacts such as biodiversity loss, deforestation, carbon emissions, soil erosion, depletion of water resources and contamination from chemicals. In fact, the largest driver of deforestation is the production of agricultural commodities. On the social side, working conditions in commodity production are often not in line with basic labor rights. Despite recent commodity booms, small producers are held in poverty, mostly due to low productivity and product quality.

Despite the progress made through standards and supply-chain initiatives<sup>5</sup>, weaknesses in the underlying enabling environment limit change at a larger scale. An effective enabling environment consists of elements such as clear public policies, a well-functioning legal framework, clarity regarding land-use planning, effective enforcement mechanisms, accessible credit structures, and effective farmer extension services. As a result of the absence of these elements, work on commodity sustainability remains less effective than it could be, and costlier and more time-consuming than it should be. Improving the enabling environments will increase the chances of sector-wide change to sustainable production practices.

The Green Commodities Programme (GCP) exists to improve the national economic, social and environmental performance of agricultural commodity sectors. GCP works within agricultural commodity production in countries of UNDP operation where the programme can have significant impact on rural livelihoods, mitigate climate change, and maintain the ecosystem services and resilience of landscapes and seascapes.

UNDP established the Green Commodities Programme (GCP) in 2009 in recognition of the importance of global agricultural commodities and the need to strengthen UNDP's support and leadership in the field. GCP was initiated with seed funding from the UNDP and was tasked to evolve into a global programme supporting UNDP's Strategic

<sup>5</sup> The State of Sustainability Initiatives Review 2014 developed with SECO support, shows the increasing uptake of certification by mainstream markets. The SECO-supported COSA Global Results Report shows that overall, sustainability standards do indeed contribute to improved sustainability of commodity production.

Plan, building on almost a decade of GEF supported projects mainstreaming ecosystem services into productive landscapes. GCP's global targets, objectives and delivery strategies are based on inclusive and sustainable growth and development – combining governments and markets in agriculture through public private partnerships and democratic dialogue processes. GCP's focus on strengthening the livelihoods of smallholder producers within commodity supply chains and reducing environmental footprints, particularly deforestation, through public private partnerships can be key for UNDP's ambitions to reduce poverty, reduce deforestation and engage the private sector in SDGs.

GCP is coordinating the Good Growth Partnership (GGP) Program, an integrated “supply chain” approach to tackling the underlying root causes of deforestation from agriculture commodities, specifically beef, oil palm, and soy, which together account for nearly 70% of deforestation globally. The GGP Program is delivered through a multi-agency consortium including WWF, IFC, UNEP, and CI. The Program provides support to production, generate responsible demand, support enabling transactions and foster adaptive management and learning through multiple child projects. UNDP GCP is implementing the production project within the GGP which includes global support and activities in three target countries (Paraguay, Liberia and Indonesia), as well as the Adaptive Management & Learning project (in partnership with WWF) focusing on programme level coordination, knowledge management, community of practice development, communication and partnerships.

Since 2014, the Green Commodity Community (GCC) fulfils a pivotal learning, connectivity and knowledge management function towards the Green Commodity Programme (GCP) and Good Growth Partnership (GGP). Building knowledge across a wide range of online and in-person activities and with representation of 12 commodity-producing countries, 40 organizations and 8 different agricultural and marine commodities, the GCC builds on the thorough Multi-Stakeholder Collaboration for Systemic Change (MSCFSC) approach of the GCP. It does so by providing a safe learning space to share knowledge and experience, enabling its member practitioners to openly exchange stories, successes, challenges, failures, ideas and solutions with a view to learn and perform their work more effectively.

The Good Growth Conference (GGC) builds on the annual gathering established in 2014 by the UNDP's Green Commodities Community. Enabled by the Global Environment Facility, the GGC is convened in collaboration with WWF, IFC, UNEP, and CI. In 2021 the Good Growth Conference is planned to take place online between May 24<sup>th</sup> and May 28<sup>th</sup> and will be designed primarily around learning and trainings.

### C. PURPOSE

UNDP Green Commodities Programme/ Good Growth Partnership is looking to engage an expert organization to deliver an online training for the Green Commodities Community (GCC) members as part of this year's online Good Growth Conference (24-28 May 2021) The training should focus on building capacity in **facilitating collaborative partnerships and innovation.**

#### Context

The world needs to embark on a major transition to build a sustainable future. We have the technical capacity and the technology to do so, but we are lacking the collaborative mindset and set of values required for this transformation. To create a common future for humanity and the living planet, we must embrace the complexity of pursuing systemic changes.

The 2030 Sustainable Development Agenda includes 17 inter-related Sustainable Development Goals (SDGs), each representing complex systems. Achieving progress on this agenda requires a departure from traditional top-down, hierarchical and linear approaches to implementing change. Instead it requires innovative and adaptive approaches

that engage broad networks of diverse stakeholders to advance progress toward a shared vision for systemic change.

As part of Green Commodities Programme's *Multi-stakeholder Collaboration for Systemic Change* approach, we recognize the value of investing in developing the necessary collaborative skills of our local practitioners working on sustainable commodities at national and subnational levels as well as global change makers at international level.

The expert organization will work closely with the Green Commodities Programme (GCP) team and will report to the GGC Lead Designer.

#### D. SCOPE OF WORK

The expert organization will be expected to deliver a three-hour online training that will be tailored to the needs of the Green Commodities Community (GCC) and at the end of which the participants will:

- Learn the conceptual foundations and practical tools that underpin strong collaborative partnerships – **Must Know** (one hour);
- Learn concrete facilitation and communications skills to effectively lead powerful change and unlock innovation covering both virtual and in-person collaboration - **Facilitating Collaborative Innovation** (two hours)

The training should be delivered twice to accommodate different time zones of the GCC practitioners:

- Asia and Africa (morning CET)
- Americas (afternoon/evening CET)

The training should be delivered by a gender balanced delivery team.

The design of the session should allow active participation and interaction. The expert organization should send any relevant materials and information for the successful delivery of the training.

The two trainings should take place on Tuesday, May 25<sup>th</sup>, 2021.

The Good Growth Conference delivery team can provide access to a video conferencing software (Zoom).

#### E. EXPECTED OUTPUTS / DELIVERABLES

The expert organization will be expected to deliver a three-hour online training (delivered twice). The training should focus on building capacity in facilitating collaborative partnerships and innovation.

#### F. INSTITUTIONAL ARRANGEMENTS

On a day-to-day basis the expert organization will liaise with the GGC Project Manager, while drafts and final deliverables will be reviewed by the GGC Lead Designer and approved by the GGP Global Project Manager.

The expert organization be given access to relevant information necessary for execution of the tasks under this assignment.

### G. DURATION OF THE WORK

The consultancy duration will be 1 month.

Payments will be processed upon submission and approval of expected products by the GGC Lead Designer and GGP Global Project Manager

### H. DUTY STATION

The consultancy will be home-based.

### I. SCOPE OF BID & SCHEDULE OF PAYMENTS

Deliverable	Percentage of Payment	Estimated date to complete	Review and approval
Delivery of training	100%	May 2021	Good Growth Conference Lead Designer and GGP Global Project Manager.
TOTAL	<b>100%</b>		

### J. QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR AND KEY PERSONNEL

#### **Firm Experience:**

- Experience facilitating collaboration among groups of stakeholders from different organizations, sectors, geographies, and cultures.
- Experience using systems approach to multi-stakeholder collaboration & innovation.
- Experience designing trainings/courses on facilitating collaborative partnerships and guiding processes that enable teams to make progress on complex social and environmental challenges.
- Experience working with the United Nations and/or the sustainability sector.

#### **Key Personnel (Focal Point):**

- Master's degree in Communications, International Studies, Humanitarian Studies, Development Studies, Environment Science, or other closely related fields.
- Experience facilitating virtual and face-to-face trainings using interactive and participatory methodologies and tools.
- Experience using systemic approaches.
- Experience working with distributed teams.

#### **Other mandatory requirements:**

For the Key personnel:

- Language: Excellent written and oral English is essential. Fluency in Spanish is an advantage. ( Pass /Fail Requirement)

## L. ANNEXES

### Green Commodities Community Webpage

<https://www.greencommodities.org/content/gcp/en/home/green-commodities-community.html>

### Highlevel outline of the Good Growth Conference Trainings

#### Good Growth Conference, 24 – 28 May 2021 Trainings Outline



Date	Monday, 24 May	Tuesday, 25 May	Wednesday, 26 May
Overarching Goal	Raise awareness, build capacity, and connect practitioners and change makers		
Learning Focus / Communications story	SYSTEMS	COMMUNITY	INDIVIDUAL
	Systems Change	Multi-stakeholder Collaboration	MSCFSC & SELF
	<b>Systems Practice (Must Know)</b> Common pot of mandatory session, then participants choose between the following two technical trainings:	<b>Collaborative Partnerships (Must Know)</b> Common pot of mandatory session, then participants choose between the following two technical trainings:	<b>Systems Leadership for Change Makers</b>
	Identifying Leverage Points: Integrating Participatory Systems Mapping in Projects	Making Leverage Points Actionable: Using Design Thinking with Stakeholders	Facilitating Collaborative Innovation
			Working with Power and Conflict

## EVALUATION MATRIX

Proposals will be rated using a combined scoring method, as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

**Combined Score** = (TP Rating x 70%) + (FP Rating x 30%)

TECHNICAL PROPOSAL EVALUATION			Max Points 700
Firm/Company Experience Form 1			
1.1	Experience facilitating collaboration among groups of stakeholders from different organizations, sectors, geographies, and cultures. <ul style="list-style-type: none"> <li>• From 0 to 2 years</li> <li>• More than 2 but less than 5 years</li> <li>• 5 or more years</li> </ul>	10 points 20 points 40 points	40
1.2	Experience using systems approach to multi-stakeholder collaboration & innovation. <ul style="list-style-type: none"> <li>• 2 relevant experiences/projects</li> <li>• Between 3 and 5 relevant experiences/projects</li> <li>• More than 5 relevant experiences/projects</li> </ul>	20 points 40 points 60 points	60
1.3	Experience designing trainings/courses on facilitating collaborative partnerships and guiding processes that enable teams to make progress on complex social and environmental challenges. <ul style="list-style-type: none"> <li>• 2 relevant experiences/projects</li> <li>• Between 3 and 5 relevant experiences/projects</li> <li>• More than 5 relevant experiences/projects</li> </ul>	20 points 40 points 60 points	60
1.4	Experience working with the United Nations and/ or the sustainability sector. <ul style="list-style-type: none"> <li>• Less than 2 works developed for the UN/Sustainability sector</li> <li>• Between 2 and 4 works developed for the UN/Sustainability sector</li> <li>• Five or more works developed for the UN/Sustainability sector</li> </ul>	20 points 30 points 40 points	40
<b>Total</b>			200

<b>Technical Proposal Form 2 Sub-criteria: Excellent = 100% ; Very Good 90%; Good 70%; Fair 30%; Poor 10%, Not submitted 0% of the Max points for every sub criteria</b>		
2.1	Clarity: Is the proposal structured in a concise and understandable way?	50
2.2	Objective: Does the proposal achieve the objective of the contract? Major aspects of the task have been addressed in sufficient detail?	100
2.3	Feasibility: The proposal allows to achieve the planned products with the resources available?	100
2.4	Creativity: The portfolio shows innovative ideas	100
<b>Total</b>		<b>350</b>

<b>Key Personnel Trainer/Facilitator Form 3</b>		
3.1	Master's degree in Communications, International Studies, Humanitarian Studies, Development Studies, Environment Science, or other closely related fields	50
3.2	Experience facilitating virtual and face-to-face trainings using interactive and participatory methodologies and tools. <ul style="list-style-type: none"> <li>• 0 to 4 years of experience 10 points</li> <li>• Between 4 and 6 years of experience 25 points</li> <li>• 6 or more years of experience 50 points</li> </ul>	150
3.3	Experience using systemic approaches.	100
3.4	Experience working with distributed teams.	100
<b>Total</b>		<b>350</b>