



REQUEST FOR PROPOSALS

for

**Design and Implementation of the Awareness Program on
Gender Stereotypes**

**Engineer Girls of Turkey Project
Turkey**

Ref: UNDP-TUR-RFP-PROJ(EGT)-2017/01



**United Nations Development Programme
February 2017**



SECTION 1. LETTER OF INVITATION

Ankara, Turkey
15 February 2017

Engineer Girls of Turkey Project

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Evaluation Methodology for Proposals
- Section 4 – Terms of Reference (incl. Annexes)
- Section 5 – Proposal Submission Form
- Section 6 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 7 – Technical Proposal Form
- Section 8 – Financial Proposal Form
- Section 9 – Instructions for Preparation and Submission of Proposals
- Section 10 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of Eligibility Component, Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 9.

You are kindly requested to submit an acknowledgement letter to UNDP to the following address:

United Nations Development Programme
Birlik Mahallesi, Katar Caddesi, No: 11, 06610
Çankaya, Ankara Turkey
Fax number: +90 312 496 14 63
tr.procurement@undp.org
Attention: Ceyda Alpay
Ref: UNDP-TUR-RFP-PROJ(EGT)-2017/01

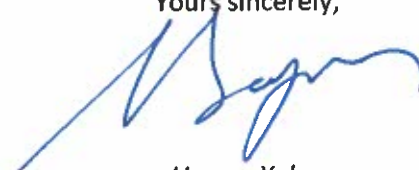
The letter should be received by UNDP no later than **February 21, 2017**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Usame Yalçın

Assistant Resident Representative (Operations)

UNDP TURKEY

SECTION 2. INSTRUCTION TO PROPOSERS¹

Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 4 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests' paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 5);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 6);
- 9.3 Technical Proposal (see prescribed form in RFP Section 7);
- 9.4 Financial Proposal (see prescribed form in RFP Section 8);
- 9.5 Proposal Security, if applicable (if required and as stated in the Data Sheet (DS nos. 9-11), see prescribed Form in RFP Section 9);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an

extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 5 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further

details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:

- i. to sign the Contract after UNDP has awarded it;
- ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 8). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 6, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes **MUST BE COMPLETELY SEPARATE** and **each of them must be submitted sealed individually** and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope **MUST** clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the Data Sheet (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the Data Sheet (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each

copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the Data Sheet (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 12.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal

opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the Data Sheet (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the Data Sheet (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the

minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the Data Sheet (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS No.33), may include, but need not be limited to, all or any combination of the following:

- Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and

- Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a. if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case

the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Engineer Girls of Turkey
2		Title of Services/Work:	Design and Implementation of the Awareness Program on Gender Stereotypes
3		Country / Region of Work Location:	Ankara / Turkey
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or Sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	C.22	A Pre-Proposal Conference Will Be Held on:	N/A
8	C.21	Period of Proposal Validity Commencing on the Submission Date	120 days
9	B.9.5 C.15.4 b)	Proposal Security	Not required
10	B.9.5	Acceptable Forms of Proposal Security	N/A
11	B.9.5 C.15.4	Validity of Proposal Security	N/A

12		Advanced Payment upon Signing of Contract	Not allowed
13		Liquidated Damages	N/A
14	F.37	Performance Security	Not required
15	C.17, C.17 b)	Preferred Currency of Proposal	Turkish Liras
16	B.10.1	Deadline for Submitting Requests for Clarifications/ Questions	5 days before the deadline for submission of proposals
17	B.10.1	Contact Details for Submitting Clarifications/Questions ²	<p>Focal Person in UNDP: Ceyda Alpay, Project Manager Address: United Nations Development Programme Birlik Mahallesi, Katar Caddesi, No: 11, 06610 Çankaya, Ankara – Turkey</p> <p>Fax No.: +90 312 496 1463 E-mail address dedicated for this purpose: tr.procurement@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and Responses/Clarifications to Queries	<p>Direct communication to prospective Proposers who submit an Acknowledgement Letter by e-mail or fax, and posting on the websites³:</p> <p>1-www.tr.undp.org 2-www.ungm.org 3-www.undp.org</p>
19	D.23.3	No. of Copies of Proposal That Must Be Submitted	<p>Original : 1 Copies: One soft copy and one hard copy (in pdf format) of Technical Proposal shall be submitted in USB. (please submit Financial Proposals separately)</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>Ref: UNDP-TUR-RFP-PROJ(EGT)-2017/01 Attention: Ceyda Alpay, Project Manager Address: United Nations Development Programme (UNDP) Turkey, Birlik Mah. Katar Caddesi No: 11, 06610, Çankaya Ankara-Turkey</p>
21	C.21 D.24	Deadline for Physical Delivery of the Proposals to UN House in Ankara	<p>Date: March 1, 2017 Time: 17:30 (COB)</p>

² 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 officially received.

³ Posting on the website shall be supplemented by directly transmitting the communication to the prospective Proposers.

22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for Electronic Submission and Opening, If Allowed	Electronic submission of proposals is not allowed.
24	D.23.1	Date, Time and Venue for Opening of Proposals	Date : March 2017 Venue: UN House, Ankara-Turkey
25	E.29.2 E.29.3 F.34	Evaluation Method to Be Used in Selecting the Most Responsive Proposal	<p>The evaluation shall be made on the basis of the following, as detailed in Section 3 of this RFP:</p> <ol style="list-style-type: none"> 1. Meeting the PASS/FAIL CRITERIA. 2. Combined Scoring Method for the Proposers who have met all PASS/FAIL CRITERIA and SUBCRITERIA, using the 70%-30% distributions for Technical and Financial Proposals, respectively. <p>For a Proposer to be determined as “technically qualified”, that Proposer should secure at least 70% of total maximum attainable technical scores.</p> <p>At the end of the above described evaluation process, the technically qualified Proposers shall be identified and ranked according to their combined scores (technical+financial). The Proposer which secures the highest combined score shall be considered for contract award.</p>
26	C.15.1	<p>Required Documents That Must Be Submitted to Establish Eligibility of Proposers.</p> <p>Failure to submit the requested documents along with the proposals shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.</p>	<p><input type="checkbox"/> At least two (2) Statement of Satisfactory Performance / reference letters signed by the top clients in terms of Contract Value in the past 5 years for the <u>similar assignments</u> (2012, 2013, 2014, 2015, 2016). Documents without stamp and signature of the clients or any alternative documents (such as contract copies, etc.) that do not represent any information regarding the performance of the Proposer will not be considered.</p>
27		Other Documents That May Be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal	Please refer to Section 7.

29	C.15.2	Latest Expected Date for Commencement of Contract	March 2017
30	C.15.2	Expected Duration of Contract (Target Commencement Date and Completion Date)	March 2017-July 2017. (Please refer to Section E of the ToR)
31		UNDP Will Award the Contract to:	One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The overall evaluation score will be based on a combination of the technical score and the financial offer. The eligible Proposer who secures the highest cumulative score will be considered for the award of contract.</p> <p>The weight of the Technical Proposal is 70% and the weight of the Financial Proposal is 30%. Please refer to Technical Evaluation Grid provided in Section 3.</p> <p>The "Grand Total" amount to be quoted by the Proposers in Section 8 shall be the basis of Financial Evaluation.</p>
33	E.29.4	Post-Qualification Actions	N/A
34		Conditions for Determining Contract Effectivity	Upon signature of the contract by both parties
35		Payment	<p>The payments will be made on lump sum basis for the respective deliverables upon submission of the deliverable by the Contractor in full compliance with the TOR and acceptance by UNDP as indicated in Price Schedule given in Section 8.</p> <p><u>The Contractor shall be entitled to receive its payments as per the respective percentages in the Price Schedule-Table 8.1, irrespective of time and human resources invested in any deliverable.</u></p> <p>In order for a deliverable to be accepted by UNDP, all relevant tasks listed in the TOR must be completed by the Contractor.</p> <p>In case of non-acceptance by UNDP of a deliverable (due to incompliance with the TOR), the Contractor shall not be entitled to receive any amount from UNDP even if it invests time and human resources.</p>
36		Taxation	<p>UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT.</p> <p>It is the Proposer's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm</p>

			published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.
37		<p>Required Documents That <u>should be</u> Submitted to Establish qualification of Proposers.</p> <p>Failure to submit any one of these documents may lead to disqualification of the proposer(s).</p> <p>UNDP reserves the right to request original or notarized copies of the listed documents at any phase during the evaluation process.</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Section 7 and 8 of the RFP is fully completed, and signed by the Proposer. <input type="checkbox"/> Certificate of Registration of the business which evidences that the bidder has been legally established including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well). <input type="checkbox"/> Any official document that demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce). <input type="checkbox"/> Power of Attorney (required in case the Proposal signed by a person who is not clearly identified as the authorized representative of the Proposer in the Certificate of Registration document). <input type="checkbox"/> Official Letter of Appointment (required if the Proposal is signed by another person who is not indicated in the registration document or power of attorney).
38		Other Information Related to the RFP	<p>1-Please refer to Section 9- Instructions for preparation and submission of proposals.</p> <p>2-JVs and Consortiums are not eligible to submit proposals in response to this RFP.</p>

SECTION 3.EVALUATION METHODOLOGY FOR PROPOSALS

3.1. PASS/FAIL ELIGIBILITY CRITERIA (PROPOSERS MUST SATISFY THE CRITERIA BELOW)

#	Pass/Fail Eligibility Criteria	Pass	Fail
1	At least two (2) Statement of Satisfactory Performance / reference letters signed by the top clients in terms of Contract Value in the past 5 years for the similar assignments (2012, 2013, 2014, 2015, 2016). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding the performance of the Proposer will not be considered.		

Failure to meet above pass/fail eligibility criteria shall lead to automatic disqualification of a proposer and his proposal will not be subjected to any further evaluation.

3.2. ADMINISTRATIVE CRITERIA

#	Administrative Criteria	Yes	No
1	Section 7 and Section 8 are fully completed, stamped and signed by the authorized representative of the Proposer without any reservations.		
2	Certificate of Registration of the business which evidences that the bidder has been legally established including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).		
3	Any official document demonstrates that the Proposer is operational at the time of the submission of the Proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).		
4	Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the Proposer in the Certificate of Registration document).		
5	Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney).		

3.3. TECHNICAL EVALUATION GRID

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
TOTAL			1000
Technical Proposal Evaluation Form 1		Sub Score	Points obtainable
Expertise of the Firm/Organization			
1.1	Organizational Capacity		150
1.1.1	General experience: <ul style="list-style-type: none"> - Experience in education business (Max. 20 Points) - Experience in conducting the awareness campaigns (Max. 20 Points) - Working experience in projects conducted in partnership with non-governmental organizations, governmental institutions, international organizations, private sector (Max. 10 Points) 	Max. 150	
1.2	Relevance		150
1.2.1	Experience on similar program/projects: <ul style="list-style-type: none"> - Working experience in social projects on woman, persons with disabilities, children, social security, etc. (Max. 100 Points) - Experience in working on projects with Ministry of Education (Max. 100 Points) 	Max. 125	
1.2.2	Experience in projects conducted in the region/country (Turkey)	Max. 25	
TOTAL PART 1			300
Technical Proposal Evaluation Form 2		Sub Score	Points Obtainable
Proposed Methodology, Approach and Implementation Plan			
2.1	Proposed Methodology and Approach		300
2.1.1	Level of compliance of the Proposer's description of the scope of the work	Max. 75	
2.1.2	The strength and applicability of the methodology and approach, proposed by the Proposer	Max. 75	
2.1.3	The level of impact that the proposed methodology may create on the target groups	Max. 50	
2.1.4	The level of relevancy of the methodology with the project objectives	Max. 50	
2.1.5	The level of creativity and innovation of the proposed methodology	Max. 50	
2.2	Implementation Plan		100
2.2.1	Work flow is clear (step-by-step) and is in line with the ToR	Max. 50	
2.2.2	Time plan is realistic and achievable, and is in line with the ToR	Max. 50	
TOTAL PART 2			400

Technical Proposal Evaluation Form 3			Sub Score	Points Obtainable
Personnel				
3.1	Proposed Team Structure			300
3.1	Project Manager		Max. 100	
	- General Qualification (Minimum requirement 20 Points; Assets max. 10 points)			
	- Professional Experience (Minimum requirement 25 Points; Assets max. 10 points)			
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)			
3.2	Educator		Max. 100	
	- General Qualification (Minimum requirement 20 Points; Assets max. 10 points)			
	- Professional Experience (Minimum requirement 25 Points; Assets max. 10 points)			
	- Specific Experience (Minimum requirement 25 Points; Assets max. 10 points)			
3.3	Trainer		Max. 50	
	- General Qualification (Minimum requirement 10 Points; Assets max. 5 points)			
	- Professional Experience (Minimum requirement 10 Points; Assets max. 5 points)			
	- Specific Experience (Minimum requirement 15 Points; Assets max. 5 points)			
3.4	Graphic Designer		Max. 50	
	- General Qualification (Minimum requirement 10 Points; Assets max. 5 points)			
	- Professional Experience (Minimum requirement 10 Points; Assets max. 5 points)			
	- Specific Experience (Minimum requirement 15 Points; Assets max. 5 points)			
TOTAL PART 3				300

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A. PROJECT TITLE: ENGINEER GIRLS OF TURKEY

B. PROJECT DESCRIPTION

B.1. Background

Exclusion of women from male dominated professions such as engineering, has social and ideological bases such as masculine character of identity, ethics and culture of professions, and structurally appears within the professional associations and educational institutions. Besides gender stereotyping also affects women who have already entered to a male dominated professions such as engineering. Within engineering, female students generally focus on food engineering, chemical engineering, genetic engineering, industrial engineering while male students select mechanical engineering, civil engineering, electrical-electronical engineering⁴.

According to the OSYM (Student Measuring, Selection and Placement Center of Turkey) data, although there is an increase in the rates for number of female students between 2002 and 2012, their proportion in technical fields including science and engineer is still low. In 2012-2013 educational year, the overall ratio of female students of technical fields within the total number of students is only 6% while the same ratio is 14% is for male students⁵. A recent data from Council of Higher Education (YÖK) shows that in 2013-2014 academic year, 7761 female students graduated from engineering faculties which represents 27.7% of university graduates⁶. Although women's participation in engineering is slightly increasing, they are still underrepresented in the field of engineering practice. Yet it is significant that increasing rate for female students is slightly higher than that of male students in above mentioned fields. In fact a survey conducted to engineering students in Turkey reveals that male engineering students displayed stronger beliefs on the significance of gender in professional choice than female students, assumes interrelationship between professional choice and gender.⁷ Similarly they are more likely to assume that there are no female role models in engineering. Contradictorily female students are more aware of women's successes within the field and know more about the female role models⁸.

To sum up, it is possible to say that on the one hand, participation of female students in engineering departments are limited and determined with gender stereotyping, on the other hand there is an increasing tendency among female students towards different branches of engineering. In conclusion, female students who have increasing interests towards engineering should be supported and encouraged. Yet it is important to note that supporting and encouraging them alone would not be enough to challenge the structural inequalities that excludes women from engineering and yet to empower female students. It would only be possible through introducing more egalitarian environment for engineering profession towards challenging gender stereotyping both within educational structure and work relations. To that end, not only female students but also their male classmates, employers, academicians, teachers, business world and the professional associations should be supported in developing a gender sensitive and equalitarian approach.

⁴ See: Korkut Owen, F., Kelecioğlu, H., & Owen, D. W. (2014). Cinsiyetlere göre üniversitelerdeki onbir yıllık eğitim: Kariyer danışmanlığı için doğurgular. *International Journal of Human Sciences*, 11(1), 794-813. doi: 10.14687/ijhs.v11i1.2845. Also see: Bucak, S. ve Kadirgan, N. (2011). Influence of gender in choosing a career amongst engineering fields: a survey study from Turkey, *European Journal of Engineering Education*, 36 (5), 449-460; Cavas, B., Çakıroğlu, J., Cavas, P. ve Ertepinar H. (2011). Turkish students' career choices in engineering: Experiences from Turkey. *Science Education International*, 22 (4), 274-281; Okay, N. (2013). BMT Kadın Araştırmaları Merkezi. CEBIT Bilişim Eurasia, 24-26 Ekim 2013 WOW Konferans Merkezi, İstanbul <http://cebitsinerji.com/kategori/ekim-25> Schelmetic, T. (2013). Where are America's women engineers? <http://news.thomasnet.com/IMT/2013/02/19/where-are-americas-women-engineers/>

⁵ TURKSTAT, Enrolments by field of study and sex ratio, https://view.officeapps.live.com/op/view.aspx?src=http%3A%2F%2Fwww.tuik.gov.tr%2FPreIstatistikTablo.do%3Fistab_id%3D1133

⁶ YÖK, https://istatistik.yok.gov.tr/yuksekokretimIstatistikleri/2015/2015_M17.pdf

⁷ Tatlı, A., M. Özbilgin, and F. Küskü (2008) "Gendered Occupational Outcomes from Multi-level Perspectives: The case of professional training and work in Turkey" in *Gender and Occupational Outcomes Longitudinal Assessment of Individual, Social, and Cultural Influences* Edited by Helen M. G. Watt and Jacquelynne S. Eccleas

⁸ Tatlı, A., M. Özbilgin, and F. Küskü (2008) "Gendered Occupational Outcomes from Multi-level Perspectives: The case of professional training and work in Turkey" in *Gender and Occupational Outcomes Longitudinal Assessment of Individual, Social, and Cultural Influences* Edited by Helen M. G. Watt and Jacquelynne S. Eccleas

The Project addresses this need in a structured and complementary manner bringing all actors together from university students, their families, business actors, to policy makers and mentors in order to support awareness raising, capacity development while targeting to bring inclusive business models which will be first adopted by leading conglomerates business leaders and help transformation of services sector to a more gender balanced state.

Female students who have increasing interests towards engineering should be supported and encouraged. Yet it is important to note that supporting and encouraging them alone would not be enough to challenge the structural inequalities that excludes women from engineering and yet to empower female students. It would only be possible through introducing more egalitarian environment for engineering profession towards challenging gender stereotyping both within educational structure and work relations. To that end, not only female students but also their male classmates, employers, academicians, teachers, business world and the professional associations should be supported in developing a gender sensitive and equalitarian approach.

The project addresses above mentioned needs in a structured and complementary manner bringing all actors together from university students, their families, business actors, to policy makers and mentors in order to support awareness raising, capacity development while targeting to bring inclusive business models which will be first adopted by leading conglomerates business leaders and help transformation of services sector to a more equalitarian state in terms of gender. Engineer Girls of Turkey Project aims at development of private sector led prototypes for inclusive and sustainable economic growth in the services and manufacturing sectors benefiting from gender equality mainstreaming and advocacy and dissemination of the success stories within the public and private sector. The donor of the project is Limak Foundation whereas the implementing partner is Ministry of Family and Social Policies. The project will concentrate on developing a private sector led support program to promote female students participation in engineering professions and empowering female engineering students. The long term expected impact of the Project is to increase women's high quality employment and advocate gender equality principles in the leading services and manufacturing sectors to improve inclusiveness of economic growth in a sustainable manner.

The project has two expected results:

- 1) **A support program to empower and encourage female students for engineering designed:** This activity will identify challenges for female students to prefer engineering faculties and design two-fold support program.
 - a. To increase participation from female students to engineering departments
 - b. To empower female engineering students through scholarship, capacity building, awareness raising activities.
- 2) **Corporate models to adopt, implement and advocate gender sensitive approaches developed:** Benefiting from the experience of the assessments carried out in first result internal analysis will be carried out in Limak Holding for corporate principles on gender equality. Internationally recognized tools will be used and internal capacity building programs will be developed along with the advocacy plan.

B.2. Context and Project Objectives

Engineer Girls of Turkey Project is designed to have three components as below:

1. An analysis framework developed on assessment of challenges and barriers
2. A support program to empower and encourage female students for engineering designed
3. Corporate inclusive business models to adopt, implement and advocate gender sensitive approaches developed

UNDP works with experts of the project theme in cooperation with Limak and Ministry of Family and Social Policies. In line with the results of the first component, a parallel program in high schools will be developed and implemented. The high school program will not only target the female students to select engineering as a profession but also to change the gender perception of male and female students on professions as well as raise the awareness on gender equality on teachers and parents.

B.3. Definitions

The following terms, symbols, concepts, acronyms and abbreviations are frequently used in this Terms of Reference:

UNDP	: United Nations Development Programme
MoFSP	: Ministry of Family and Social Policies
EGT	: Engineer Girls of Turkey
PMU	: Project Management Unit
Contractor	: The entity, contracted by UNDP, to perform the services, stipulated in these Terms of Reference
The Assignment	: Unless otherwise specifically noted, "the Assignment" refers to the tasks specified in the Section 4 – ToR Document.
Terms of Reference (ToR)	: Section 4 of the Request for Proposal (<i>This document</i>) which articulates terms and conditions for the assignment.

C. OBJECTIVE OF THE ASSIGNMENT AND SCOPE OF SERVICES

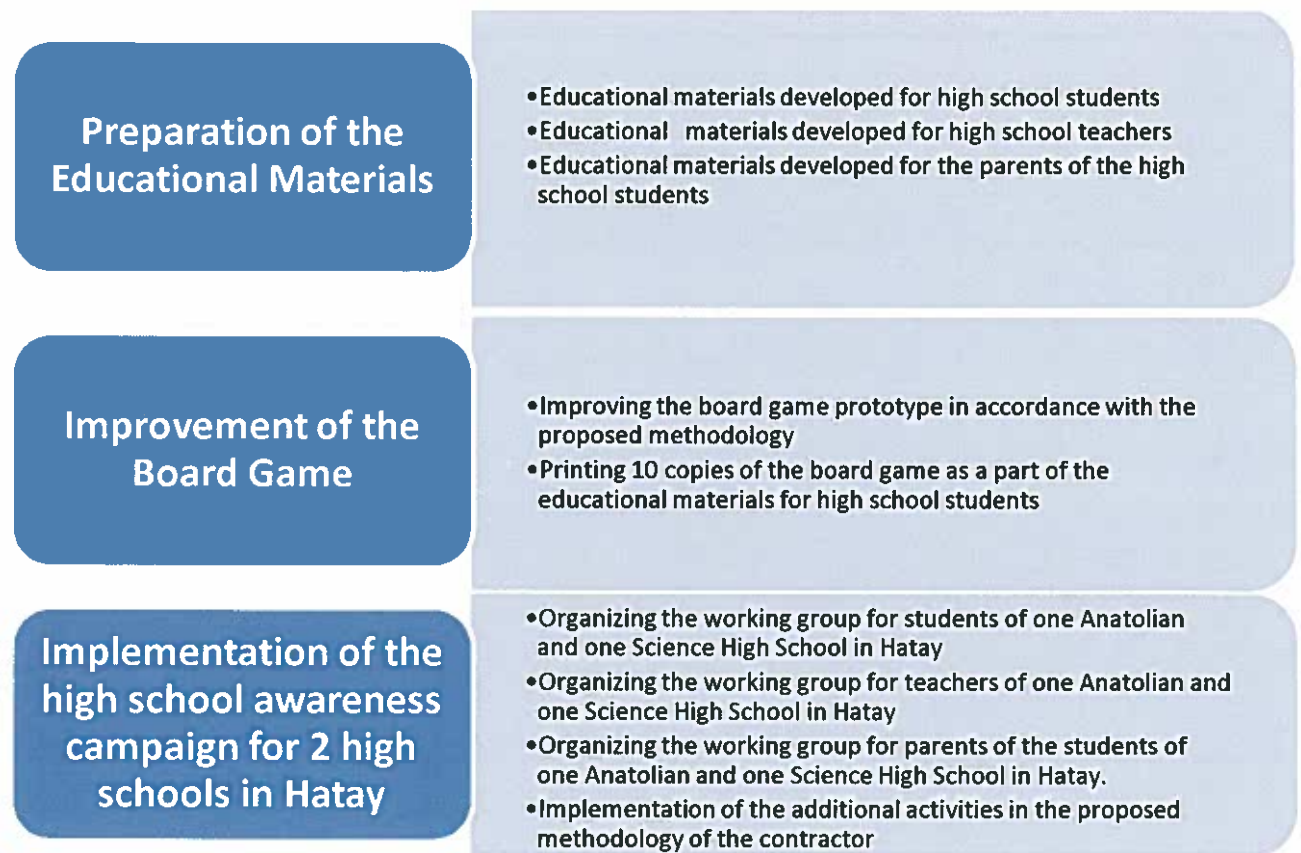
The main purpose of the project; is to prepare a high school program to raise awareness of 2nd and 3rd year high school students as well as teachers of those students and parents of the respective students, on first gender equality, importance of women's economic empowerment and its importance in development and effects of occupational segregation. In addition to the basic information the campaign should mainly envisage increasing the number of female engineers in the field which means it should contains materials, tours or activities to encourage girls who study in high schools to pursue careers in engineering and to encourage them to choose engineering professions in university preferences. The proposed methodology needs to include separate training programs for 2nd and 3rd year high school students, their parents and 2nd and 3rd year high school teachers. The same methodology will be applied to one Anatolian High School and one Science High School in Hatay. The training programs will be expected to be held in a hotel to be offered by the Contractor and approved by the PMU. The conference will be held at a hotel at least four stars and which is not far more than 10 kilometres from Hatay city center.

The educational materials will be prepared by the Contractor both in terms of content and design. In addition to the educational materials to be developed, the board game that was already designed by Interdisciplinary Design Studio of Middle East Technical University, will be improved and printed professionally. The board game has a flow with the QR codes. There are 23 QR codes on the board and

these codes are associated with short videos. The videos will be provided by PMU to the Contractor. The questions on the videos will also be reflected in cards so there will be 23 question cards. The main materials of the board game consist of 12 player cards, which has women engineer role models' photo and short information on one side and the type of engineering on the other side. There will be three cursors on the board presenting the budget, quality and time. There will be one plastic pion and four clue cards. On the middle of the board game there will be a paper construction of a building in 4 parts.

Through the developed program and educational materials, 2nd and 3rd year students of one Anatolian High School and one Science High School, teachers of the students and parents of the students will be the targeted. The schools will be determined by the PMU.

The assignments expected from the Contractor can be summarized as in the below figure:



D. DUTIES & RESPONSIBILITIES

The Contractor should establish a team to ensure fulfillment of the specified deliveries in a completed and punctual manner and with respect to defined criteria in this ToR.

The Contractor shall provide all key experts in terms of expertise and time allocation in order to complete the activities required under the scope of the Assignment additionally, to achieve the overall and specific objectives of the Assignment in terms of time, costs and quality.

The contracted services should be carried out with a qualified expert, who has proven adequate knowledge/expertise and related experience.

The Contractor is obliged to ensure the continuity of the expert(s) until the completion of the services. To provide the mentioned continuity, the Contractor is obliged to provide the change of expert(s) when it is needed or when it is demanded by the PMU.

The Contractor will be responsible for delivering services mentioned down below. The scope and features of the services as well as the considerations on the expected quality are defined below:

1. A kick-off meeting will be organized in Ankara for the contractor to present the detailed activity plan to PMU on the date that will be decided.
2. The activity plan will be approved by the project team and consultation meetings will be held with the project team to discuss the content of the educational materials. The project manager and educator from the contractor's team are expected to join the meetings.
3. Draft educational materials will be prepared by the contractor and submitted to UNDP. Educational materials include different materials for each target group; students, teachers and parents. In addition to the educational materials, improved board game which the prototype has already been designed, will be submitted to UNDP. Educational materials will be approved by PMU. In case there is a need for revision, PMU will comment on the materials and the materials will be revised by the Contractor accordingly. The improved version of the board game will be used as one of the tools included in the working group of the students.
4. A meeting will be organized in Ankara for the contractor to present the educational materials and PMU to comment on the materials.
5. Awareness campaign in the pilot city Hatay will be implemented. The awareness campaign will be implemented in one Anatolian High School and one Science High school. For each school three working groups will be organized; students, teachers and parents. The working groups will be conducted in a hotel which PMU also agrees. In each working group the educational materials will be used in line with the methodology submitted by the contractor and approved by PMU. Following the working groups the activities in the proposed methodology of the Contractor will be conducted.

E. EXPECTED OUTPUTS AND WORKPLAN

The Contractor shall commence and complete the works defined in this ToR within proposed period.

E.1. Deliverables and Target Dates

The deliverables of the Assignment are as follows:

Phase	Tasks	Deliverables	Target Date*
Inception	1- Kick-off meeting 2- Project organization and detailed project plan	Deliverable 1 – Detailed Activity Plan with review and adjustments after the kick-off meeting Deliverable 2 - Project Management Plan	March 2017
Content & Design	1- Analysis 2- Design	Deliverable 3 – Preparation and submission of the contents of the educational materials (teachers handbook, videos, game) Deliverable 4 – Preparation and submission of the Design of the educational materials Deliverable 5 – Preparation and submission of the improved board Game Deliverable 6 - Printed educational materials and board game	April 2017
Implementation	1- Implementation of the program in pilot city; Hatay	Deliverable 7 - Organization of working groups and presenting the educational materials (parents, students and teachers) -Organizing the working group for students of one Anatolian and one Science High School in Hatay -Organizing the working group for teachers of one Anatolian and one Science High School in Hatay -Organizing the working group for parents of the students of one Anatolian and one Science High School in Hatay. -Implementation of the additional activities in the proposed methodology of the contractor	April-May 2017

**Target Dates may be subject to change depending on the requirements of the Project. However, the final deliverable (Deliverable 7) must be completed in full compliance with the TOR, latest by 1 June 2017.*

F. TIMING AND DURATION OF THE WORK

The Assignment is *envisaged* to start in March 2017 and be completed by June 2017 in proposed days.

G. REPORTING

All written material submitted to EGT PMU should be of such quality that no additional technical editing is required. All materials will be in Turkish.

The feedback and/or approval procedures for activities are expected to proceed as below:

The deliverables will be submitted by the Contractor to the UNDP PMU. The deliverables will be evaluated by the PMU. The PMU will return to the Contractor with feedback in a time period of not

more than one month. After the feedback provided by the PMU, the necessary improvements to the deliverables shall be made by the Contractor within 1 week and the revised version shall be submitted to the PMU at the end of the 1 week.

H. PLACE OF WORK

Travel and accommodation costs caused by either “meeting with PMU” or “awareness campaign activities” will be borne by the Contractor and should be included in the financial proposal.

I. REQUIRED QUALIFICATIONS

Contractor’s personnel (i.e. expert to be mobilized by the Contractor to deliver the Assignment) that have a crucial role in implementing the contract are referred to as key personnel. CVs, copies of diplomas, and relevant certifications of key personnel should be included in the Technical Proposal.

CVs shall list all the relevant activities for the entire time period mentioned in their CVs as years of experience.

Hereinafter, the profiles of the key personnel are presented. Note the minimum requirements and the assets. The minimum requirements refer to the qualifications that the personnel to be proposed by the Proposer should definitely possess

“Assets” are preferred qualities and qualifications of the key personnel. Proposed personnel that possess the minimum requirements will obtain 70% of the maximum obtainable points, whereas proposed personnel that also possess the “assets”, in addition to all the minimum requirements, may secure up to 100% of the maximum obtainable points.

The below defined key personnel are the main responsible persons for the tasks defined in this Assignment.

The list of key personnel and required general/specific professional experiences are shown in the following table:

The duties and detailed required qualifications for each key personnel are given below:

Duties of the Project Manager:

- Responsible for development of the work plan and implementation of the program and revises as appropriate to meet changing needs and requirements.
- He/she will ensure that positive and productive working relations and regular communication are maintained within the PMU and the contractor.
- He/she will ensure accordance of the developed methodology and activities to the needs and expectations of target groups.
- He/she will manage the preparation process of the educational materials and training materials.
- He/she will attend the working groups and other activities conducted by the Contractor.

Required Skills and Experience for Project Manager:

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> – At least bachelor's degree in educational sciences, social sciences, engineering or other related fields – Fluency in Turkish 	<ul style="list-style-type: none"> – Post graduate degree (MSc and/or PhD degree) – Fluency in English
Professional Experience	<ul style="list-style-type: none"> – A minimum of 5 years of professional experience. – At least 1 year of experience as a project manager/ coordinator/team leader under projects/programmes 	<ul style="list-style-type: none"> – More than 5 years of professional experience – Experience in working with international organizations – Experience in working with Ministry of Education
Specific Experience	<ul style="list-style-type: none"> – Minimum 2 years of working experience in conducting awareness campaigns or social responsibility projects 	<ul style="list-style-type: none"> – In depth knowledge and experience in gender projects – Professional experience in youth projects

Duties of the Educator:

- Educator will prepare the educational materials including the improvement of the board game submitted to the Contractor.
- He/she will be responsible to participate in the kick-off meeting that will be held in Ankara with the PMU.
- He/she will be responsible for attending the working groups of students, teachers and parents and using the educational materials.

Required Skills and Experience for Educator:

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> – At least bachelor's degree in educational sciences, social sciences, engineering or other related fields – Fluency in Turkish 	<ul style="list-style-type: none"> – Post graduate degree (MSc and/or PhD degree) – Fluency in English
Professional Experience	<ul style="list-style-type: none"> – A minimum of 5 years of professional experience. – Professional experience as an advisor or an educator in youth projects 	<ul style="list-style-type: none"> – More than 5 years of professional experience – Experience in working with international organizations – Experience in working with Ministry of Education

Specific Experience	<ul style="list-style-type: none"> – Minimum 1 year of working experience in awareness campaigns or social responsibility projects 	<ul style="list-style-type: none"> – In depth knowledge and experience in gender projects
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Duties of the Trainer:

- Trainer will conduct the trainings to high school students, teachers and parents.
- He/she will work together with the educator on preparation of the educational materials including the board game.
- He/she will be responsible to participate in the kick-off meeting that will be held in Ankara with the PMU.
- He/she will be responsible to use the approved educational materials for the program

Required Skills and Experience for Trainer:

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> – At least bachelor's degree in educational sciences, social sciences, engineering or other related fields – Fluency in Turkish 	<ul style="list-style-type: none"> – Post graduate degree (MSc and/or PhD degree)
Professional Experience	<ul style="list-style-type: none"> – A minimum of 3 years of professional experience. – Professional experience as a trainer youth projects 	<ul style="list-style-type: none"> – More than 3 years of professional experience – Experience in working in awareness campaigns
Specific Experience	<ul style="list-style-type: none"> – Minimum 1 year of working experience in awareness campaigns or social responsibility projects 	<ul style="list-style-type: none"> – In depth knowledge and experience in gender projects

Duties of the Graphic Designer:

- Graphic Designer will design the conduct the trainings to high school students, teachers and parents.
- Graphic Designer will be responsible to revise educational materials after PMU's comments on the drafts submitted by the Contractor.

Required Skills and Experience for Graphic Designer:

	Minimum Requirements	Assets
General Qualifications	<ul style="list-style-type: none"> – At least bachelor's degree in sciences, social sciences, engineering on related fields) – Experience in at least one of the software; Photoshop, Indesign, CorelDraw, etc. 	<ul style="list-style-type: none"> – Post graduate degree (MSc and/or PhD degree)
Professional Experience	<ul style="list-style-type: none"> – A minimum of 3 years of professional experience. 	<ul style="list-style-type: none"> – More than 3 years of professional experience – Experience in working in awareness campaigns
Specific Experience	<ul style="list-style-type: none"> – Minimum 1 year of working experience in the graphic design of awareness campaigns or social responsibility projects 	<ul style="list-style-type: none"> – Experience in working in projects/programs with Ministry of Education

J. PHASES, TASKS AND MILESTONES

The assignment subject of this RFP shall be completed by the Contractor as follows:

Phase	Tasks	Deliverables	Target Day for Submission to UNDP
Inception	1- Kick-off meeting 2- Project organization and detailed project plan	Deliverable 1 – Detailed Activity Plan with review and adjustments after the kick-off meeting Deliverable 2 - Project Management Plan	March 2017
Content & Design	1- Analysis 2- Design	Deliverable 3 – Preparation and submission of the contents of the educational materials (teachers handbook, videos, game) Deliverable 4 – Preparation and submission of the Design of the educational materials Deliverable 5 – Preparation and submission of the improved board Game Deliverable 6 - Printed educational materials and board game	March-April 2017

Phase	Tasks	Deliverables	Target Day for Submission to UNDP
Implementation	1- Implementation of the program in pilot city; Hatay	<p>Deliverable 7 - Organization of working groups and presenting the educational materials (parents, students and teachers)</p> <ul style="list-style-type: none"> -Organizing the working group for students of one Anatolian and one Science High School in Hatay -Organizing the working group for teachers of one Anatolian and one Science High School in Hatay -Organizing the working group for parents of the students of one Anatolian and one Science High School in Hatay. -Implementation of the additional activities in the proposed methodology of the contractor 	April-May 2017

SECTION 5. PROPOSAL SUBMISSION FORM⁹

[insert: Location, Date]

To: United Nations Development Programme
 Birlik Mahallesi, Katar Caddesi, No: 11, 06610 Çankaya, Ankara – Turkey
 Ref: UNDP-TUR-RFP-PROJ(EGT)-2017/01
 Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for “Design and Implementation of the Awareness Program on Gender Stereotypes” in accordance with your Request for Proposal dated Feb 14, 2017 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.
- e) We are not in the circumstances of disqualification or restriction set forth in the Laws No. 4734 and 4735 (or as per the relevant laws of the country in which we operate) and not in the circumstances of those that cannot participate in the procurement as per the same Law (or as per the relevant laws of the country in which we operate).
- f) We are not associated, or have not been associated in the past, directly or indirectly, with entities or any of their affiliates, which have been engaged by the Employer to provide consulting services for the preparation of the design specifications, other documents and/or the present RFP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Proposal that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

[please mark this letter with your corporate seal, if available]

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

SECTION 6. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE PROPOSER

Proposer Information Form¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>								
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>								
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>								
4. Year of Registration: <i>[insert Proposer's year of registration]</i>								
5. Countries of Operation			6. No. of staff in each Country			7. Years of Operation in each Country		
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>								
9. Value and Description of Top two (2) Biggest Contract of the Proposer for the past five (5) years (2012, 2013, 2014, 2015, 2016) in the similar assignments. (Shall be substantiated with the submission of Statement of Satisfactory Performance / reference letters signed by the Top Clients indicated in the table. Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.)								
	Name of the assignment	Region and Country	Name of the Client	Contract Value	Period of Activity	Scope of the Work (Description of services completed)	Status or Date completed	References Contact Details (Name, Phone, e-mail)
1								
2								
10. Latest Credit Rating (if any)								
11. All information regarding any past and current litigation during the last two (2) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.								
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>								
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? (Y / N)								

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Document requested in the Data Sheet

- a) Certificate of Registration of the business which evidences that the bidder has been legally established including Articles of Incorporation, that demonstrates the year of establishment of the business, articles of association, shareholders etc. (In Turkey, this corresponds to the Trade Registry Gazette if the business as updated/revised its articles of association and/or the shareholders, the trade registry gazette(s) that demonstrate(s) the most updated information on these matters should be provided as well).
- b) Any official document demonstrates that the Proposer is operational at the time of the submission of the proposal (Proposers registered in Turkey shall submit the document obtained from Chamber of Commerce).
- c) Power of Attorney (required in case the proposal signed by a person who is not clearly identified as the authorized presentative of the Proposer in the Certificate of Registration document.)
- d) Official Letter of Appointment (required if the proposal is signed by another person who is not indicated in the registration document or power of attorney)
- e) At least two (2) Statement of Satisfactory Performance / reference letters signed by the Top Clients in terms of Contract Value in the past 5 years for the similar assignments (2012, 2013, 2014, 2015, 2016). Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding the performance of the proposer will not be considered.

SECTION 7. TECHNICAL PROPOSAL FORM

TECHNICAL PROPOSAL FORM

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be submitted in separate envelope.

TECHNICAL PROPOSAL TEMPLATE	
Design and Implementation of the Awareness Program on Gender Stereotypes	
Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1 – EXPERTISE OF FIRM/ORGANISATION																																																																					
<p>Sub-Section 1.1: Organizational Capacity: This section should provide corporate orientation, including but not limited to the year and state/country of incorporation and a brief description of the Proposer's activities. <u>It should focus on services related to the Proposal.</u> Proposer should attach company profile, which should not exceed ten (10) pages, including printed brochures.</p> <p>1.1.1. General Experience: A brief description of corporate background and orientation with a focus on relevant experience and services.</p> <p>Sub-Section 1.2: Relevance:</p> <p>1.2.1. Experience on Similar Programme/Projects: This section should initially provide a narrative presentation of the Proposer's experience in similar undertakings, preferably focusing on the Proposer's recent activities (2012 and onwards).</p> <p>For the purposes of this RFP, in order to be considered "similar", Below list shall be completed for the similar programme/projects:</p> <table border="1"> <thead> <tr> <th></th> <th>Name of the assignment</th> <th>Region and Country</th> <th>Client</th> <th>Contract Value</th> <th>Period of Activity</th> <th>Relevant Sector(s)</th> <th>Scope of the Work (Description of the completed services)</th> <th>Status or Date completed</th> <th>References Contact Details (Name, Phone, e-mail)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <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> <td></td> <td></td> <td></td> </tr> <tr> <td>n</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><i>The listed similar experiences shall be substantiated with Certificate of Satisfactory Performance / Reference Letters obtained from the clients. Documents without signature of the clients or any replacement documents (such as contract copies, etc.) that does not represent any information regarding performance of the proposer, status of the progress, etc. will not be considered.</i></p>											Name of the assignment	Region and Country	Client	Contract Value	Period of Activity	Relevant Sector(s)	Scope of the Work (Description of the completed services)	Status or Date completed	References Contact Details (Name, Phone, e-mail)	1										2										3										.										n									
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1.2.3. Experience on Projects in the Region/Country (Turkey): This section should provide a summary of the Proposer's experience in similar undertakings in the region/country (Turkey).

SECTION 2 – PROPOSED METHODOLOGY, APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the Terms of Reference by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty; and demonstrating how the proposed methodology meets or exceeds the Terms of Reference (Section 2 of Technical Proposal Form should not exceed 10 pages, excluding the forms in the relevant section of this RFP).

Sub-section 2.1: Proposed Methodology and Approach: This section should focus on the (a) scope of work; (b) the Strength and Applicability of the methodology and approach; (c) Impact expected from the proposed methodology on the target groups; (d) relevancy of methodology with the project objectives; (e) Creative and Innovative approaches in the proposed methodology; proposed by the Proposer

2.1.1. Scope of Work: The Proposer shall initially provide a description of the scope of the work, demonstrating the Proposer's understanding of the Terms of Reference. In this section a summary of the methodology should be explained.

2.1.2. Strength and Applicability of the methodology and approach: Here the Proposer shall explain the strength and applicability of the methodology and approach regarding the target groups.

Proposer should highlight the problems being addressed and their importance, and explain the technical approach it would adopt to address them. Proposer should also explain the methodologies it proposes to adopt and highlight the compatibility of those methodologies with the proposed approach.

2.1.3. Impact expected from the proposed methodology on the target groups: The Proposer shall explain the impact on the target groups expected with the implementation of the proposed methodology.

2.1.4. Relevancy of methodology with the project objectives: The Proposer shall explain the relevancy of the proposed methodology with the project objectives which is provided in the Terms of Reference.

2.1.5. Creative and Innovative approaches in the proposed methodology: The Proposer shall explain why the proposed methodology is creative and innovative in terms of raising awareness on gender stereotypes.

Sub-section 2.2: Implementation Plan: In this sub-section the Proposer should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports, calculations, drawings, technical specifications, bills of quantities, any other technical documents regarding the Terms of Reference, tendering documents and any other deliverable regarding the successful and timely completion of the Assignment. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here.

2.2.1. Work Flow: Here the Proposers are expected to provide a logically sequenced, step-by-step work flow that demonstrates the inter-dependencies between the various steps of the Assignment in line with the ToR.

2.2.2. Time Plan: The Proposers are expected to present a time plan in line with the ToR.

SECTION 3: PERSONNEL

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for

the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

Sub-section 3.1 Proposed Team Structure: This sub-section should introduce the proposed team that will fulfill the services within the scope of the Terms of Reference, and focus on the division of labor among the team members. The section should demonstrate the resources in terms of human resources required to be deployed by the Proposer in order to achieve the contract objectives in a timely manner.

Proposed Team

Description / Title	Name & Surname	Estimated # of days to be invested during the whole assignment
Project Manager		
Educator		
Trainer		
Graphic Designer		
...		

Provide CV(s) of the proposed key personnel, and copies of the diploma(s), documents demonstrating professional experience.

CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Note(s):

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Proposal(s).

Proposer's Proposal numbering system shall correspond with the numbering system used above. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

Curriculum Vitae

Proposed position:

1. **Family name:**
2. **First name:**
3. **Date of birth:**
4. **Nationality:**
5. **Civil status:**
6. **Education:**

Institution	Degree obtained

7. **Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)**

Language	Reading	Speaking	Writing
English			
Turkish			

8. **Membership of professional bodies:**
9. **Other skills:**
10. **Present position:**
11. **Years with the firm:**
12. **Key qualifications:**
13. **Professional experience:**

Date from – Date to	Location	Company & Reference person (name & contact details)	Position	Description

14. Training Courses Designed or Delivered:

15. Publications:

16. References

SECTION 8. FINANCIAL PROPOSAL FORM¹¹

1. The Proposers shall fill out, sign and stamp the 'Price Schedule', which are going to be placed in the Inner Envelope III as indicated in the Instruction to Proposers and **Section 9 of the RFP**.
2. UN and its subsidiary organs are exempt from all taxes. Therefore, Proposers shall prepare their Financial Proposals, excluding VAT. It is the Proposer's responsibility to learn from relevant authorities (Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption application as per VAT Law and Ministry of Finance's Communiqués.
3. The format shown on the following pages is a requirement for the preparation of the Financial Proposal. Any deviation from this format will result in disqualification of the Proposer.
4. The percentage payments for respective phases indicated in the Table 8.1 will be made upon completion of all the tasks, submission and approval of the deliverables in full compliance with the TOR and acceptance by UNDP within the respective phases of the assignment and as indicated in Price Schedule.
5. In order for a deliverable to be accepted by UNDP, all relevant tasks listed in the TOR must be completed by the Contractor.
6. The Contractor shall be paid in Turkish Liras.
7. The total amount indicated in Table 8.1 will be taken into consideration for the contract amount and will be used as the basis for financial evaluation.
8. The unit prices indicated in Table 8.1 will have no effect in the financial evaluation but required to be provided as reference information for the total contract amount proposed.
9. In case of non-acceptance by UNDP of a deliverable, the Contractor shall not be entitled to receive any amount from UNDP even if it invests time and human resources.

¹¹ *No deletion or modification can be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

TABLE 8.1 - PRICE SCHEDULE

Phase	Tasks	Deliverables	Unit Name	Unit price	Quantity	Total Price (TRY)	Payment Percentage
Inception	1- Kick-off meeting 2- Project organization and detailed project plan	Deliverable 1 – Detailed Activity Plan with review and adjustments after the kick-off meeting Deliverable 2 - Project Management Plan	Project Manager	Human-day ¹²			20%
			Educator	Human-day			
			Trainer	Human-day			
			Graphic Designer	Human-day			
			Travel ¹³	Round trip to Ankara			
			Accommodation	Per night			
			Other				
SUBTOTAL FOR THE INCEPTION PHASE							20
Content & Design	1- Analysis 2- Design	Deliverable 3 – Preparation and submission of the contents of the educational materials (teachers handbook, videos, game) Deliverable 4 – Preparation and submission of the Design of the educational materials Deliverable 5 – Preparation	Project Manager	Human-day			40%
			Educator	Human-day			
			Trainer	Human-day			

¹² The number of days for the experts specified in this step shall be in line with the timeframes identified in Section 7.¹³ As applicable or needed.

Phase	Tasks	Deliverables	Unit Name	Unit price	Quantity	Total Price (TRY)	Payment Percentage
		and submission of the improved board Game Deliverable 6 - Printed educational materials and board game	Graphic Designer	Human-day			
			Travel	Round trip to Ankara			
			Accommodation	Per night			
			Printing				
			Other				
SUBTOTAL FOR THE CONTENT & DESIGN PHASE							40
Implementation	1- Implementation of the program in pilot city; Hatay	Deliverable 7 - Organization of working groups and presenting the educational materials (parents, students and teachers) -Organizing the working group for students of one Anatolian and one Science High School in Hatay -Organizing the working group for teachers of one Anatolian and one Science High School in Hatay -Organizing the working group for parents of the students of one Anatolian and one Science High School in Hatay.	Project Manager	Human-day			40%
			Educator	Human-day			
			Trainer	Human-day			
			Graphic Designer	Human-day			
			Travel	Round trip to Hatay			
			Accommodation	Per night			

Phase	Tasks	Deliverables	Unit Name	Unit price	Quantity	Total Price (TRY)	Payment Percentage
		-Implementation of the additional activities in the proposed methodology of the contractor	Event Management				
			Other				
SUBTOTAL FOR THE IMPLEMENTATION PHASE							40
TOTAL CONTRACT AMOUNT							100

The Contractor shall be entitled to receive its payments as per the respective percentages in the Price Schedule-Table 8.1 above, irrespective of time and human resources invested in any deliverable.

We hereby confirm that we read, understood and accepted the instructions and conditions provided in "Section 8 - Financial Proposal Form" without any reservation and prepared and submitted our proposal prepared in accordance with these instructions and conditions.

Signature

Duly authorized to sign Proposal for and on behalf of

(Name of Company)

Signature/Stamp of Entity/Date
Name of representative:
Address:
Telephone/Fax:
Email:

SECTION 9. INSTRUCTIONS FOR PREPARATION SUBMISSION OF PROPOSALS

A. PREPARATION OF PROPOSALS

The Proposers shall prepare their Proposals in exactly the same envelopes numbering/referencing stipulated in this RFP.

The Proposers shall prepare 'Indexes' for each envelope which shows the P corresponding to the sections in the RFP and TOR.

INNER ENVELOPES

The Proposal shall comprise the following inner envelopes with t documentation/information:

a) Inner Envelope I:

This is the envelope for the documents that will be evaluated with respect to '**PASS/FA CRITERIA**'. This envelope shall contain **1 (one) original hard copy** of the required co envelope in terms of information/documentation, etc.

The Proposers shall fill out, sign and stamp the Section 5 "Proposal Submission Form" "Documents Establishing the Eligibility and Qualifications of the Proposer" templates giv All administrative documents requested in this RFP shall be submitted along with S annexes.

The 'Proposal Submission Form' given in Section 5 and Section 6 of the RFP **shall not con information.** It shall be signed and stamped by the Proposers and placed in Inner Envel

Lack of any one of the information/documentation required under PASS/FAIL ELIGIBI may result in rejection of the Proposal without further technical/financial evaluation.

b) Inner Envelope II:

This is the envelope for "**Section 7-Technical Proposal Submission Form**". The envelope **1 (one) original hard copy and 1 (one) soft copy in pdf format (in USB)** of the require that envelope in terms of information/documentation, etc.

The Proposer shall respond to each and every section/subsection given in the Tech Form, given in Section 7 of this RFP. Each section/subsection of the Proposer's Proposal s in a separate section of the file **in exactly the same order given in the 'Technical Propos Form' and shall be listed in the index with its respective number in the Technical Proj**

"Technical Part of the Proposal" shall be placed in Inner Envelope II and shall not con information.

c) Inner Envelope III:

This is the envelope for 'FINANCIAL PROPOSAL'.

The Proposers shall fill out, sign and stamp the 'Price Schedules', templates of which are given in Section 8 of this RFP which are going to be placed in the Inner Envelope III.

OUTER ENVELOPE

The above listed three envelopes (Inner Envelope I, Inner Envelope II and Inner Envelope III) shall be placed in an 'Outer Envelope'.

B. SEALING AND MARKING OF PROPOSALS

The Proposers shall seal the Proposals in 1 (one) outer and 3 (three) inner envelopes, as detailed below:

a) The outer envelope:

The outer envelope shall contain 3 (three) inner envelopes and shall be addressed to UNDP Turkey Country Office. The outer envelope shall bear the following information on it:

United Nations Development Programme (UNDP)

UN House, Birlik Mah. Katar Caddesi

No: 11, 06610,

Çankaya, ANKARA

RFP: Design and Implementation of the Awareness Program on Gender Stereotypes

REF: UNDP-TUR-RFP-PROJ(EGT)-2017/01

LEGAL NAME and ADDRESS OF THE PROPOSER:

b) The inner envelopes:

All three inner envelopes shall bear the below information:

Name and Address of the Proposer:

Envelope Nr:

Envelope Content: (as described above)

Note, if the outer and inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

SECTION 10. CONTRACT FOR PROFESSIONAL SERVICES
THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE
TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: ____/____/____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
***	*****	*****	*****
***	*****	*****	*****

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

Phase	Tasks	Deliverables	Target Day for Submission to UNDP
Inception	1- Kick-off meeting 2- Project organization and detailed project plan	Deliverable 1 – Detailed Activity Plan with review and adjustments after the kick-off meeting Deliverable 2 - Project Management Plan	March 2017
Content & Design	1- Analysis 2- Design	Deliverable 3 – Preparation and submission of the contents of the educational materials (teachers handbook, videos, game) Deliverable 4 – Preparation and submission of the Design of the educational materials Deliverable 5 – Preparation and submission of the improved board Game Deliverable 6 - Printed educational materials and board game	March-April 2017
Implementation	1- Implementation of the program in pilot city; Hatay	Deliverable 7 - Organization of working groups and presenting the educational materials (parents, students and teachers) - Organizing the working group for students of one Anatolian and one Science High School in Hatay - Organizing the working group for teachers of one Anatolian and one Science High School in Hatay - Organizing the working group for parents of the students of one Anatolian and one Science High School in Hatay. - Implementation of the additional activities in the proposed methodology of the contractor	April-May 2017

- 2.6 All deliverables shall be written in Turkish language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All deliverables shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.
- 2.7 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.
3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price 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.
- 3.3 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.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9 below, upon achievement of the corresponding milestones and for the following amounts:

Phase	Tasks	Date for Submission to UNDP	Payment Weight (%)	Payment Amount (TRY)
Inception	1- Kick-off meeting 2- Project organization and detailed project plan	March 2017	20 % of Total Contract Amount	
Content & Design	1- Analysis 2- Design	March-April 2017	40 % of Total Contract Amount	
Implementation	1- Implementation of the program in pilot city; Hatay	April-May 2017	40 % of Total Contract Amount	

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

- 5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make

every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

- 6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.

- 7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.