REQUEST FOR PROPOSAL 00091435/4594

NATIONAL APPROACH AND ARCHITECTURE FOR CLIMATE FINANCE IN EL SALVADOR

PROJECT 00091435 - READINESS FOR THE GREEN CLIMATE FUND (GCF) IN EL SALVADOR

EL SALVADOR
MAY 2017
Section 1. Letter of Invitation

Antiguo Cuscatlán, May 15 2017

NATIONAL APPROACH AND ARCHITECTURE FOR CLIMATE FINANCE IN EL SALVADOR

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 – Terms of Reference
Section 4 – Proposal Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
Section 6 – Technical Proposal Form
Section 7 – Financial Proposal Form
Section 8 – Form for Proposal Security [NA]
Section 9 – Form for Performance Security [NA]
Section 10 – Form for Advanced Payment Guarantee [NA]
Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

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

United Nations Development Programme
Procurement Area
Teléfono: (503) 2263-0066
Fax: (503) 2209-3588
Email: adquisiciones.sv@undp.org

The letter should be received by UNDP no later than May 26th, 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,

Procurement Area
UNDP - El Salvador
May 2017
Section 2: Instruction to Proposers

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.

---

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.
m) “Supplemental Information to the RFP” refers to a written communication issued by UNDP to 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 3 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 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
9.3 Technical Proposal (see prescribed form in RFP Section 6);
9.4 Financial Proposal (see prescribed form in RFP Section 7);
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 8);
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 4 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 7). 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 5, 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
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 11.

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):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

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:

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

<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instructions</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Title:</td>
<td>PROJECT 00091435 Readiness for the Green Climate Fund (GCF) in El Salvador</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Title of Services/Work:</td>
<td>NATIONAL APPROACH AND ARCHITECTURE FOR CLIMATE FINANCE IN EL SALVADOR</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Country / Region of Work Location:</td>
<td>The consultation will be performed mainly in the Department of San Salvador, Republic of El Salvador, Central America.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Language of the Proposal:</td>
<td>☒ English ☒ Spanish</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Conditions for Submitting Proposals for Parts or sub-parts of the TOR</td>
<td>☒ Not allowed</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Conditions for Submitting Alternative Proposals</td>
<td>☒ Shall not be considered</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>A pre-proposal conference will be held on:</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Period of Proposal Validity</td>
<td>☒ 120 days</td>
<td></td>
</tr>
</tbody>
</table>

---

2 All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state “N/A” but must not be deleted.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>B.9.5 C.15.4 b)</td>
<td>Proposal Security</td>
</tr>
<tr>
<td>10</td>
<td>B.9.5</td>
<td>Acceptable forms of Proposal Security³</td>
</tr>
<tr>
<td>11</td>
<td>B.9.5 C.15.4 a)</td>
<td>Validity of Proposal Security</td>
</tr>
<tr>
<td>12</td>
<td>Advanced Payment upon signing of contract</td>
<td>☒ Not allowed</td>
</tr>
<tr>
<td>13</td>
<td>Liquidated Damages</td>
<td>☒ Will be imposed under the following conditions:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If the Supplier fails to provide the specified services within the period stipulated in the contract, the Contractor may, without prejudice to the other actions resulting from the contract, deduct from the Contract Price, by liquidation of damages, an amount equivalent to 0.5% of the price of services delivered late for each day of delay, up to the time of delivery, up to a maximum deduction of ten percent (10%) of the Contract Price for services delivered late. Once the maximum is reached, the Contractor may consider canceling the contract.</td>
</tr>
<tr>
<td>14</td>
<td>F.37</td>
<td>Performance Security</td>
</tr>
<tr>
<td>15</td>
<td>C.17, C.17 b)</td>
<td>Preferred Currency of Proposal and Method for Currency conversion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☒ United States Dollars (US$)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Reference date for determining UN Operational Exchange Rate: $ 8.75</td>
</tr>
<tr>
<td>16</td>
<td>B.10.1</td>
<td>Deadline for submitting requests for clarifications/questions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12 days before the submission date. May 24th, 2017.</td>
</tr>
<tr>
<td>17</td>
<td>B.10.1</td>
<td>Contact Details for submitting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>United Nations Development Program (UNDP)</td>
</tr>
</tbody>
</table>

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 21 | clarifications/questions<sup>4</sup> | Procurement Area  
Phone: (503) 2263-0066  
Fax: (503) 2209-3588  
Email: adquisiciones.sv@undp.org  
  
Any delay in the UNDP response may not be used as a reason for extending the deadline for submission, unless UNDP decides that it considers such an extension necessary and should communicate a new deadline to applicants. |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries  
☒ Direct communication to prospective Proposers by email or fax, and Posting on the website:  
http://www.sv.undp.org/content/el_salvador/es/home/operations/procurement/. |
| 19 | D.23.3 | No. of copies of Proposal that must be submitted [if transmitted by courier]  
Original: One (1) original offer Technical and financial offer.  
Copies: One (1) copy of the Technical and financial offer.  
In a USB USB stick with the technical offer in several files not exceeding 15MB each one in PDF format and the financial offer in Excel.  
• The original technical envelope N.1 and economic offer envelope N.2 and its copies must be presented and stamped and labeled as follows:  
Request for Proposal No. 00091435/4594  
"National Approach and Architecture for Climate Finance in El Salvador" |
| 20 | D.23.1  
D.23.2  
D.24 | Proposal Submission Address  
Edificio de Naciones Unidas, Boulevard Orden de Malta Sur No. 2 B, Antiguo Cuscatlán, Dpto. La Libertad, San Salvador, El Salvador. |
| 21 | C.21  
D.24 | Deadline of Submission  
Date and Time El Salvador official time:  
June 5, 2017 10:00 AM |
| 22 | D.23.2 | Allowable Manner of Submitting Proposals  
☒ Courier/Hand Delivery |

<sup>4</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Electronic submission of Bid(^5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>D.23.2</td>
<td>Conditions and Procedures for electronic submission and opening, if allowed</td>
</tr>
<tr>
<td></td>
<td>D.26</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>D.23.1</td>
<td>Date, time and venue for opening of Proposals</td>
</tr>
<tr>
<td>25</td>
<td>E.29.2</td>
<td>Evaluation method to be used in selecting the most responsive Proposal</td>
</tr>
<tr>
<td></td>
<td>E.29.3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>F.34</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>C.15.1</td>
<td>Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)</td>
</tr>
</tbody>
</table>

\(^5\) If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.
8. All information relating to any past and present litigation involving the bidder indicating the parties involved, the subject matter of the litigation, the amounts involved and the final resolution, if the litigation has already been concluded.

9. Certification issued by contractors of previous bidding processes in which it is legitimized that the services contracted were delivered in time and in form with what was originally contracted. (Minimum one (1) of recent contracts) and all contracts for the Republic of El Salvador.

Foreign Legal Entities
To present the documents duly legalized in accordance with the norms of their country, duly apostilled or to comply with the dispositions that the national legislation demands for their exercise or operation.

| 27 | Other documents that may be Submitted to Establish Eligibility | NA |
| 28 | C.15  | Structure of the Technical Proposal | The bidder shall structure the Technical Proposal as stipulated in numeral 15 of Section 2: Instructions to Bidders |
| 29 | C.15.2  | Latest Expected date for commencement of Contract | July 2017 |
| 30 | C.15.2  | Expected duration of contract (Target Commencement Date and Completion Date) | The consultation will be carried out within a five (5)-month-term from the Startup Order and after the contract has been signed. |
| 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 | (See Tables below) |
| | | Technical proposal (70%) | Experience of the organization 25% |
| | | Proposed Methodology, Approach and Implementation Plan 25% | Proposed Key Personnel 20% |
| | | Financial proposal (30%) | |
33 E.29.4 Post-Qualification Actions

☒ 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 bidder, or any other entity that may have done business with the bidder;

34 Conditions for Determining Contract Effectivity

☒ Others Receipt of products to the satisfaction of the project 00091435

35 Other Information Related to the RFP

NA

---

**Proposal Evaluation Criteria**

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm</td>
<td>25%</td>
<td>250</td>
</tr>
<tr>
<td>2. Proposed Methodology, Approach and Implementation Plan</td>
<td>25%</td>
<td>250</td>
</tr>
<tr>
<td>3. Management Structure and Key Personnel</td>
<td>20%</td>
<td>200</td>
</tr>
<tr>
<td>4. Financial proposal</td>
<td>30%</td>
<td>300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

---

6 Where the information is available in the web, a URL for the information may simply be provided.
### Evaluation of the Technical Proposal
Form Nº 1

<table>
<thead>
<tr>
<th>Expertise of Firm</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td></td>
</tr>
<tr>
<td>• At least five-years of <strong>proven</strong> experience in inter-governmental coordination, institutional arrangements and organizational restructuring.</td>
<td>50</td>
</tr>
<tr>
<td>1.2</td>
<td></td>
</tr>
<tr>
<td>• Must have experience in at least two studies or consultancies related to access to climate finance, national and international funding mechanisms linked to the issue.</td>
<td>50</td>
</tr>
<tr>
<td>1.3</td>
<td></td>
</tr>
<tr>
<td>• Should have participated in the formulation of <strong>at least one institutional strategy</strong> for the financing of climate change, preferably with a governmental entity.</td>
<td>50</td>
</tr>
<tr>
<td>1.4</td>
<td></td>
</tr>
<tr>
<td>• At least <strong>five years’ experience</strong> in environmental and/or climate change, or organizational issues.</td>
<td>50</td>
</tr>
<tr>
<td>1.5</td>
<td></td>
</tr>
<tr>
<td>• Have formulated at least one multi-sectoral public policy.</td>
<td>50</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>

---

### Evaluation of the Technical Proposal
Form Nº 2

<table>
<thead>
<tr>
<th>Proposed Methodology, Approach and Implementation Plan</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 The methodology of work that the organization expresses in its proposal will be evaluated for its application in the different activities that must be fulfilled during the execution of the services.</td>
<td>125</td>
</tr>
<tr>
<td>2.2 The evaluation will be based on the knowledge that the company shows about the characteristics of the service, facilities and difficulties for the execution of the same and any other comment that demonstrates the experience and initiative of the company in the provision of similar services. It will also evaluate the approach that the company will apply during its services, depending on the elements provided in the documentation and other factors that were not included in that document and which the company considers important.</td>
<td>100</td>
</tr>
<tr>
<td>2.3 The evaluation will cover the specific plan and work schedule for the activities.</td>
<td>25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>

---

*25*
# Evaluation of the Technical Proposal
## Form Nº 3
### Key Personnel

<table>
<thead>
<tr>
<th>3.1</th>
<th>Coordinator</th>
<th>Partial score</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional degree in the fields of agronomic engineering, law or environment, with a Master’s degree in environmental management, sustainable development or related fields.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• At least 5 years of project management experience involving design of organizational structures in environmental issues will be highly valued.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 5 years of proven experience in coordination of multi-disciplinary teams, report writing and implementation of assessment processes that include field work for data collection.</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• At least 5-years’ experience working on studies related to climate change, architecture analysis for climate finance or environmental management.</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Experience in the direct execution of a minimum of two projects with outputs that have reached results, similar to those described above.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>80</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.2</th>
<th>Professional degree in Economics or Social Sciences</th>
<th>Partial score</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional degree in Economics or Social Sciences. With postgraduate studies in environmental or climate change fields</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• 3 years of advanced knowledge in analysis of economic forecasts, barriers, gaps or technical obstacles and institutional capabilities for the implementation of actions on climate change, interpretation and analysis of information.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- A minimum of 3 years’ experience in economic studies, environmental issues or climate change and the direct execution of at least two projects related to climate finance.  

- The following will be highly valued: 3 years of experience in development of Mapping for the main functions and institutional governmental responsibilities regarding environmental issues and/or climate change and knowledge of successful experiences in other Latin American countries in climate financing.

| Total | 40 |

---

**Evaluation of the Technical Proposal**

**Form Nº 3**

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Puntuación parcial</th>
<th>Puntuación máxima</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3.3 Expert in design of Environmental Strategies and/or climate change.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Professional degree in Industrial Engineering, Agricultural Economist, Business Administration or Law. A master’s degree in Business Administration of Public Management is preferred</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• Experience in the formulation of at least 2 policies, strategies and/or work plans with governmental entities</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• At least 3-years’ experience in the formulation of regulatory frameworks for climate change in the agriculture, environment, energy, water resources, public works and/or forestry resources sectors.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>• At least one experience in the management and Development of a proposal for an Executive Decree creating the Architecture on environmental issues and/or climate change.</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>40</td>
<td></td>
</tr>
</tbody>
</table>
### Evaluation of the Technical Proposal

**Form Nº 3**

#### Key Personnel

<table>
<thead>
<tr>
<th>3.4</th>
<th>Climate Change Specialist</th>
<th>Puntuación parcial</th>
<th>Puntuación máxima</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Professional degree in the following fields: environmental engineering or agronomist, economist or business administrator. A master’s degree in environment, climate change and related fields is preferred.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>-</td>
<td>A minimum of 3 years of teaching experience in environment, climate change or climate finance.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>-</td>
<td>A minimum of 3 years’ experience participating in workshops to train experts on issues particularly related to climate change will be positively assessed.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>-</td>
<td>At least 3 years of experience as a professor of environmental subjects.</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>40</strong></td>
</tr>
</tbody>
</table>

### METHODOLOGY OF EVALUATION OF TECHNICAL PROPOSALS

The evaluation of the technical proposals will be carried out in accordance with the provisions of the RFP, applying the evaluation methodology 70% - 30% according to the following criteria:

(A) Specific experience of the company 25% 250 Points  
(B) Proposed methodology, approach and implementation plan 25% 250 Points  
(C) Qualifications and experience of proposed staff 20% 200 Points  
(D) Economic Offer 30% 300 Points  

Total 100% 1000 Points  

The Program officer will participate in the evaluation of the proposals. For each of the aforementioned aspects to be evaluated, a "compliance" or "non-compliance" will be qualified in relation to what is required in the terms of reference. If the proposal complies, it will receive the score corresponding to 70% of each evaluated aspect, in case of non compliance it will be evaluated with zero Points.

The detail of the evaluation of each of the criteria is as follows:

(A) Specific experience of the firm  
The evaluation will consider an analysis of experience and proven ability in applied research, especially with issues related to what is requested in the terms of reference.
For the evaluation of this criterion the firm must present the detail of the services rendered linked directly with this type of experiences. They must also present a detail (if it has done so) of services provided in similar works, that if they are linked to the activity of the service to be performed, a profile of the personnel employed in the execution of the work performed must also be described.

### Evaluation of the Technical Proposal

**Form Nº 1**

<table>
<thead>
<tr>
<th>Expertise of Firm</th>
<th>Maximum score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.1</strong></td>
<td>At least five-years of <strong>proven</strong> experience in inter-governmental coordination, institutional arrangements and organizational restructuring.</td>
</tr>
<tr>
<td><strong>1.2</strong></td>
<td>Must have experience in at least two studies or consultancies related to access to climate finance, national and international funding mechanisms linked to the issue.</td>
</tr>
<tr>
<td><strong>1.3</strong></td>
<td>Should have participated in the formulation of <strong>at least one institutional strategy</strong> for the financing of climate change, preferably with a governmental entity.</td>
</tr>
<tr>
<td><strong>1.4</strong></td>
<td>At least <strong>five years' experience</strong> in environmental and/or climate change, or organizational issues.</td>
</tr>
<tr>
<td><strong>1.5</strong></td>
<td>Have formulated at least one multi-sectoral public policy.</td>
</tr>
<tr>
<td><strong>Sub-total (minimum 175 Points)</strong></td>
<td><strong>250</strong></td>
</tr>
</tbody>
</table>

**1.1** At least five-years of **proven** experience in inter-governmental coordination, institutional arrangements and organizational restructuring. **50 Points**

Scoring will be awarded as follows:

<table>
<thead>
<tr>
<th>Experience Period</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 years</td>
<td>0 Points</td>
</tr>
<tr>
<td>Five (5) years</td>
<td>35 Points</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>50 Points</td>
</tr>
</tbody>
</table>

**1.2.** Must have experience in at least two studies or consultancies related to access to climate finance, national and international funding mechanisms linked to the issue. **50 Points**

Scoring will be awarded as follows:
Presents less than 2 studies   0 Points
Presents 2 studies          35 Points
Presents more than 2 studies 50 Points

1.3 • Should have participated in the formulation of at least one institutional strategy for the financing of climate change, preferably with a governmental entity. **50 Points**

Scoring will be awarded as follows:

- Does not present        0 Points
- Presents 1 participation 35 Points
- Presents more than 1 participation 50 Points

1.4 • At least five years' experience in environmental and/or climate change, or organizational issues. **50 Points**

Scoring will be awarded as follows:

- Less than 5 years        0 Points
- five (5) years            35 Points
- More than 5 years         50 Points

1.5 • Have formulated at least one multi-sectoral public policy. **50 Points**

Scoring will be awarded as follows:

- Does not present        0 Points
- Presents 1 formulation  35 Points
- Presents more than 1 formulation 50 Points

**(B) Suitability of the technical proposal, methodology, and work plan for compliance with the terms of reference**

This article will evaluate the adequacy of the technical proposal of the organization to execute the works according to the following details: scope of work, execution methodology, plan and work schedule for compliance with the terms of reference.

The information that defines the "quality" of the technical proposal for each of the aspects to be evaluated in this heading will be qualified indicating "compliance" or "non-compliance" in relation to the general guidelines set forth in the terms of reference. If the proposal complies, it will receive the score corresponding to 70% of each evaluated aspect, in case of non compliance it will be evaluated with zero Points.
In addition, additional developments to the terms of reference will be considered as positive factors. An evaluation will be made of the quality and relevance of these developments. The positive factors will be graded according to the following detail:

Additional value 1.-
Corresponds to proposals that include knowledge, services, procedures, initiatives or work methods that exceed the services established in the terms of reference. In this case, the evaluation score will be increased to 100% of each evaluated aspect.

Additional value 2.-
Corresponds to proposals that in addition to stating what is defined in the terms of reference include or extend the development of some specific or alternative topics. The assessment score will be increased to 90% of each evaluated aspect.

On the contrary, explicit or implicit exclusions are a negative factor; Also, in this case, the importance of the non-considered or excluded aspect will be evaluated qualitatively, determining "compliance" or "non-compliance".

<table>
<thead>
<tr>
<th>Descripción</th>
<th>Parcial</th>
</tr>
</thead>
<tbody>
<tr>
<td>➢ b.1 Proposed methodology.</td>
<td>125</td>
</tr>
<tr>
<td>➢ b.2 Scope of services to be provided</td>
<td>100</td>
</tr>
<tr>
<td>➢ b.3 Plan and schedule of work.</td>
<td>25</td>
</tr>
<tr>
<td>Sub-total (minimum 175 Points)</td>
<td>250</td>
</tr>
</tbody>
</table>

**b.1 Working Methodology 125 Points**

The methodology of work that the entity expresses in its proposal will be evaluated for its application in the different activities that must be fulfilled during the execution of the services.

It will be graded per the following scale:

<table>
<thead>
<tr>
<th>Calification</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional value 2</td>
<td>125.0</td>
</tr>
<tr>
<td>Additional value 1</td>
<td>112.5</td>
</tr>
<tr>
<td>Compliance</td>
<td>87.5</td>
</tr>
<tr>
<td>Non-compliance</td>
<td>0</td>
</tr>
</tbody>
</table>
b.2 Scope of the Services  

100 Points

The evaluation will be based on the knowledge that the organization shows about the characteristics of the service, facilities and difficulties for the execution of the service and any other comment that demonstrates the experience and initiative of the firm in the provision of similar services. It will also assess the approach that the firm will apply during its services, based on the elements provided in the documentation and other factors that were not included in that document and that the firm considers important.

It will be graded by applying the following scale:

<table>
<thead>
<tr>
<th>Calification</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional value 2</td>
<td>100.0</td>
</tr>
<tr>
<td>Additional value 1</td>
<td>90.0</td>
</tr>
<tr>
<td>Compliance</td>
<td>70.0</td>
</tr>
<tr>
<td>Non-compliance</td>
<td>0</td>
</tr>
</tbody>
</table>

b.3 Plan and schedule of work.  

25 Points

The evaluation will cover the specific plan and work schedule for the activities.

It will be graded by applying the following scale:

<table>
<thead>
<tr>
<th>Calification</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional value 2</td>
<td>25.0</td>
</tr>
<tr>
<td>Additional value 1</td>
<td>22.50</td>
</tr>
<tr>
<td>Compliance</td>
<td>17.50</td>
</tr>
<tr>
<td>Non-compliance</td>
<td>0</td>
</tr>
</tbody>
</table>

(c) The qualifications and experience of the technical staff proposed by the entity to deliver the training.  

200 Points

The key personnel indicated in the SOP will be qualified as follows:

- **Coordinator**  80 Points
  - **Professional degree in Economics or Social Sciences**  40 Points
  - **Expert in design of Environmental Strategies and/or climate change**  40 Points
  - **Climate Change Specialist**  40 Points

Only the proposed professional staff whose curriculum vitae is accompanying the respective proposal and the letter of commitment of work will be evaluated.
In all cases, the professional that has performed effectively in other institutions, functions that are similar or equivalent to the position for which they are proposed as years of specific experience. Only qualified personnel with a university degree will be qualified.

The nomination of two or more professionals for the same position will not result in accumulation of the score and only the one of greater experience will be qualified.

The score assigned to each professional will be distributed as follows:

### 3.1 Coordinator

- **Professional degree in the fields of agronomic engineering, law or environment, with a Master’s degree in environmental management, sustainable development or related fields.**
  
  YES= 10 Points  
  No= 0 Points  

- **At least 5 years of project management experience involving design of organizational structures in environmental issues will be highly valued.**
  
  - Presents less than 5 years 0.0 Points  
  - Presents 5 years 7 Points  
  - Presents more than 5 years 10 Points  

- **5 years of proven experience in coordination of multi-disciplinary teams, report writing and implementation of assessment processes that include field work for data collection.**
  
  - Presents less than 5 years 0.0 Points  
  - Presents 5 years 14 Points  
  - Presents more than 5 years 20 Points  

- **At least 5-years’ experience working on studies related to climate change, architecture analysis for climate finance or environmental management.**
  
  - Presents less than 5 years 0.0 Points  
  - Presents 5 years 21 Points  
  - Presents more than 5 years 30 Points  

- **Experience in the direct execution of a minimum of two projects with outputs that have reached results, similar to those described above.**
  
  - Presents less than 2 projects 0.0 Points  
  - Presents 2 projects 7 Points  
  - Presents more than 2 project 10 Points  

| Sub-total (minimum 56 Points) | Total 80 Points |
### 3.2 Professional degree in Economics or Social Sciences

- Professional degree in Economics or Social Sciences. With postgraduate studies in environmental or climate change fields

<table>
<thead>
<tr>
<th>Postgraduate studies: 10 Points</th>
<th>Professional: 7 Puntos</th>
</tr>
</thead>
<tbody>
<tr>
<td>No:</td>
<td>0.0 Puntos</td>
</tr>
</tbody>
</table>

- 3 years of advanced knowledge in analysis of economic forecasts, barriers, gaps or technical obstacles and institutional capabilities for the implementation of actions on climate change, interpretation and analysis of information.

<table>
<thead>
<tr>
<th>Presents less than 3 years</th>
<th>0.0 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presents 3 years</td>
<td>10.5 Points</td>
</tr>
<tr>
<td>Presents more than 3 years</td>
<td>15 Points</td>
</tr>
</tbody>
</table>

- A minimum of 3 years’ experience in economic studies, environmental issues or climate change and the direct execution of at least two projects related to climate finance.

<table>
<thead>
<tr>
<th>Presents less than 3 years</th>
<th>0.0 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presents 3 years</td>
<td>3.5 Points</td>
</tr>
<tr>
<td>Presents more than 3 years</td>
<td>5 Points</td>
</tr>
</tbody>
</table>

- The following will be highly valued: 3 years of experience in development of Mapping for the main functions and institutional governmental responsibilities regarding environmental issues and/or climate change and knowledge of successful experiences in other Latin American countries in climate financing.

<table>
<thead>
<tr>
<th>Presents less than 3 years</th>
<th>0.0 Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presents 3 years</td>
<td>7 Points</td>
</tr>
<tr>
<td>Presents more than 3 years</td>
<td>10 Points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sub-total (minimum 28 Points)</th>
<th>Total 40 Points</th>
</tr>
</thead>
</table>
### 3.3 Expert in design of Environmental Strategies and/or climate change

Professional degree in Industrial Engineering, Agricultural Economist, Business Administration or Law. A master’s degree in Business Administration of Public Management is preferred

<table>
<thead>
<tr>
<th>Master:</th>
<th>10 Puntos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional</td>
<td>7 Puntos</td>
</tr>
<tr>
<td>No:</td>
<td>0.0 Puntos</td>
</tr>
</tbody>
</table>

- Experience in the formulation of at least 2 policies, strategies and/or work plans with governmental entities
  - Presents less than 2 experiences: 0.0 Points
  - Presents 2 experiences: 7 Points
  - Presents more than 2 experiences: 10 Points

- At least 3-years’ experience in the formulation of regulatory frameworks for climate change in the agriculture, environment, energy, water resources, public works and/or forestry resources sectors.
  - Presents less than 3 years: 0.0 Points
  - Presents 3 years: 7 Points
  - Presents more than 3 years: 10 Points

- At least one experience in the management and Development of a proposal for an Executive Decree creating the Architecture on environmental issues and/or climate change.
  - Does not present: 0.0 points
  - Presents 1 experience: 7 Points
  - Presents more than 1 experiences: 10 Points

Sub-total (minimum 28 Points) | Total 40 Points
3.4 Climate Change Specialist

- Professional degree in the following fields: environmental engineering or agronomist, economist or business administrator. A master’s degree in environment, climate change and related fields is preferred.

  Master: 10 Points  
  Professional: 7 Points  
  No: 0.0 Points

- A minimum of 3 years of teaching experience in environment, climate change or climate finance.

  Presents less than 3 years: 0.0 Points  
  Presents 3 years: 7 Points  
  Presents more than 3 years: 10 Points

- A minimum of 3 years’ experience participating in workshops to train experts on issues particularly related to climate change will be positively assessed.

  Presents less than 3 years: 0.0 Points  
  Presents 3 years: 7 Points  
  Presents more than 3 years: 10 Points

- At least 3 years of experience as a professor of environmental subjects.

  Presents less than 3 years: 0.0 Points  
  Presents 3 years: 7 Points  
  Presents more than 3 years: 10 Points

<table>
<thead>
<tr>
<th>Sub-total (minimum 28 Points)</th>
<th>Total 40 Points</th>
</tr>
</thead>
</table>
Section 3: Terms of Reference (TOR)

National Approach and Architecture for Climate Finance in El Salvador

I. Background

The United Nations Development Program (UNDP), jointly with the Deputy Ministry for Development Cooperation (VMCD) and the Ministry of Environment and Natural Resources (MARN), are implementing the project: “Readiness for the Green Climate Fund (GCF) in El Salvador”, that aims to strengthen the ability of technically and institutionally capable entities to access climate financing. The institutional strengthening aims to increase the joint management capabilities of these and other entities in a coordinated way to direct, access, manage and implement climate change projects, such as the Green Climate Fund. In addition, it aims to direct the relevant national priorities within potential accredited National Implementing Entities (NIE’s) and international entities that wish to execute climate actions in the country.

The preparedness for the climate finance is an emergent study and practice field and therefore, there is little information available and various experiences in other countries are still under development, so the level of success of such processes shall be assessed in the near future and these might serve as practical examples to orientate our own definition. Regardless of achievements still being difficult to evaluate, it is necessary to establish joint efforts in El Salvador related to government and governance of climate finance to meet priorities in line with the responsibilities undertaken on Climate Change at national and international levels. This cross-sectoral structure is necessary due to the multiple levels of responsibility in the actions for climate change. It will require different entities to play roles to achieve country objectives, resulting in a complex architecture in which each stakeholder must be aware of its role, responsibility and the level of leadership required from the entities appointed in the country.

The recent establishment of the Green Climate Fund (GCF) has involved processes of institutional construction, procedures, policies and instruments that will require some time to consolidate, to be understood to their full extent, and to adjust to the core initial agreements, if in fact the GCF aims to be the global instrument for climate finance.

II. Consulting Objective

Formulate essential instruments that support orderly and effective access to climate financing and that help a solid Institutional Architecture for the access, management and distribution of climate financing, in accordance with the national priorities and the international responsibilities of the Salvadoran State.

7 This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.
**The consultancy anticipates the following specific objective:**
To support the design of a climate financing access strategy, which will include the priorities, mechanisms, guidelines and procedures for management and mobilization.
To define a national architecture for climate finance, including the determination of roles and responsibilities of government entities and other stakeholders.

**III. Scope**

The consultation has a national scope and includes the analysis of national and international stakeholders that should be involved in the subject in El Salvador. Established government and governance instruments (Sustainability and Environmental Vulnerability Cabinet “GSV” in Spanish, and the National Council of the Environmental Sustainability and Vulnerability “CONASAV”, in Spanish) should also be taken into account. Also to be considered are the entities nominated to be accredited by the GCF and the analysis of the legal capacity established by the national decrees and laws proposing the necessary institutional arrangements and legal framework for proper functioning, including a Roadmap for its implementation.

It is of utmost importance that the proposals and responsibilities assumed by the Salvadoran State and national climate change plans and policies are taken into account by the consultation team. The consultation should consult with the relevant national and international stakeholders that are involved in the matter in the country, and it should explore existing experiences in other countries as a reference.

It shall also conduct a comprehensive analysis of the international and regional environment regarding climate finance. This includes negotiation processes and existing mechanisms and funds, among other topics.

Based on the inputs obtained, the consultation must define a proposal for a National Strategy for Climate Finance that comprises mechanisms, guidelines and a prioritization framework to access such funding. On the other hand, it must define a proposal for the Architecture of Climate Finance, including a roadmap for its implementation and a regulatory tool at an executive level (decree) for its implementation.

The aforementioned products should allow the executive body to play its governing role in the field of climate finance, driving in an orderly and effective way national initiatives.

The immediate key stakeholders with the ability to decide and validate the products of the consultation will be the following: The Ministry of Environment and National Resources, the Technical and Planning Secretariat of the Presidency (“STPP” in Spanish) and the Deputy Ministry for Development Cooperation, which make up the Climate Finance Committee appointed by the Environmental Sustainability and Vulnerability Cabinet.

**IV. The consultation will carry out the following activities:**

1. Develop the Work Plan submitted for evaluation in coordination with the members of the Climate Finance Committee.
2. **Map the main institutional functions and responsibilities** of the governmental entities and other relevant stakeholders, such as public banks, the private sector, the civil society, local governments, international entities, academia, and others.
3. **Analysis of the legal powers to perform the roles or functions in a potential structure of climate finance.**
4. Analysis of El Salvador’s national policies and international responsibilities regarding climate change.

5. Formulate a proposal for a National Strategy to access Climate financing, including the NIE’s, the National Plan of Climate Change, the National Strategy of Climate Change and other national instruments.

6. Submit a proposal for the integration of a National Architecture for Climate finance with a due proposal for operation and a roadmap for its implementation.

7. Submit a proposal that includes mechanisms, guidelines and a prioritization framework to access such funding.

8. Submit a proposal for an executive decree that allows the Central Government to effectively implement the architecture approved by the country.

9. Submit a description of at least 3 relevant experiences of national architectures or climate finance systems in the Latin America Region that can contribute to the national process.

10. Design a proposal of the potential institutional arrangements for the effective functioning of the National Architecture for Climate finance.

V. Expected Outputs

1. Mapping of the main current institutional functions and responsibilities.
2. Research of successful cases of climate finance in the region of Latin America.
3. Development of a National Strategy of Climate finance including the priorities, mechanisms, guidelines and procedures to manage and mobilize the climate finance.
4. Development of a proposal of an Interinstitutional Climate Finance Architecture that allows defining mechanisms for integration and coordination among the different stakeholders at national level.
5. Development of an Executive Decree for the creation of an Interinstitutional Architecture.
7. Tool guide/script of procedures to prioritize climate-finance projects.
8. Workshops to strengthen the capacities on Climate finance in the relevant entities.

Table 1. Summary of expected outputs, delivery deadlines and payment schedule
<table>
<thead>
<tr>
<th>No.</th>
<th>Expected output</th>
<th>Product description</th>
<th>Estimate delivery term</th>
<th>Period for product review</th>
<th>Payment schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mapping of the current main functions and responsibilities of government entities and other relevant stakeholders on climate change, such as public banks.</td>
<td>The product must comprise the methodology used to formulate the mapping. Conduct surveys with key stakeholders and the document assessment. The Climate Finance Committee shall review the document.</td>
<td>30 days after the Startup Order.</td>
<td>5 working days</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Research of successful cases of climate finance in the Latin America Region. Submit successful case studies on climate finance and architecture in Latin America</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Development of a National Strategy of Climate Finance</td>
<td>The proposal must be jointly developed with the Climate Finance Committee with an approval note for delivery attached.</td>
<td>90 days after the Startup Order</td>
<td>5 working days</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The proposal must include an analysis of the exiting barriers for climate finance in the country and an analysis of the gaps to strengthen climate finance management in line with the proposal of the architecture for climate finance.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The analysis of gaps must include the description of the participating entities and the strengthening of their role in accordance with the proposal for the architecture for climate change.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Inter-institutional architecture for climate finance in El Salvador.</td>
<td>The proposal must comprise the inter-institutional arrangements for the governance of climate finance.</td>
<td>120 days after the Startup Order</td>
<td>5 working days</td>
<td>30%</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop a proposal for an Executive Decree to create an Inter-institutional Architecture.</td>
<td>Submit a proposal for an Executive Decree that provides legal support to the National Architecture.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Develop a Roadmap and a proposal for the implementation stages.</td>
<td>The Roadmap must ensure its efficient start-up.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Guide/script of procedures to prioritize climate-finance projects.</td>
<td>This tool shall serve as a guide for the submittal of finance projects to the Green Climate Fund; it shall also ensure that the priorities of the county, and the procedures and administrative steps required by the relevant institutions are met. We will work with a consultant who has experience with the Colombia’s prioritization methodology.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4 Workshops to strengthen the capacities on Climate Finance of the relevant institutions and ownership of the proposal of the Strategy for Climate Finance.</td>
<td>The workshops must be aligned with the roles of the different institutions and they must be programmed jointly with the Climate Finance Committee. Conceptual drafts, reports of activities, copies of the documents discussed and/or presentations, memory aids, summaries or final reports of the workshops will be submitted as evidence of the training sessions. In addition, a black and white copy of the original attendance list will be attached.</td>
<td>150 days after the Startup Order</td>
<td>5 working days</td>
<td>20%</td>
</tr>
</tbody>
</table>

The payment schedule is an estimate timetable and it may vary as long as it does not exceed the 5-month term from the startup date, unless there is and otherwise agreement between the UNDP and the contractor for the term of the consulting.
VI. **Consulting Profile**

The candidate can be companies legally established and with proven experience and ability in practical research, particularly in topics related to climate change and environment management.

**An entity with the following profile is required:**
1. Legally established institutions with proven experience in studies, particularly in designing of organizational structure for climate change and climate finance, as well as institutional arrangements in this area.
2. At least five-years of **proven** experience in inter-governmental coordination, institutional arrangements and organizational restructuring.
3. Bidders must have experience in at least two studies or consultancies related to access to climate finance, national and international funding mechanisms linked to the issue.
4. Preferably, it should have participated in the formulation of **at least one institutional strategy** for the financing of climate change, preferably with a governmental entity.
5. **At least five years’ experience** in environmental and/or climate change, or organizational issues. Preferably with experience in formulation and development of multi-sectoral public policies.
6. The consulting team will work on site within one of the institutions of the key stakeholders, and if it is an international organization, **it must have a local counterpart as a permanent link.**

**Academic background**
The team should consider at least the following expert positions:

1. **Coordinator.**

<table>
<thead>
<tr>
<th>Academic background</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional degree in the fields of agronomic engineering, law or environment.</td>
</tr>
<tr>
<td>• Master’s degree in environmental management, sustainable development or related fields.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>• At least 5 years of project management experience involving design of organizational structures in environmental issues will be highly valued.</td>
</tr>
<tr>
<td>• 5 years of proven experience in coordination of multi-disciplinary teams, report writing and implementation of assessment processes that include field work for data collection.</td>
</tr>
<tr>
<td>• At least 5-years’ experience working on studies related to climate change, architecture analysis for climate finance or environmental management.</td>
</tr>
<tr>
<td>• Experience in the direct execution of a minimum of two projects with outputs that have reached results, similar to those described above.</td>
</tr>
</tbody>
</table>
### 2 Professional degree in Economics or Social Sciences

**Academic background**

- Professional degree in Economics or Social Sciences
- Postgraduate studies in environmental or climate change fields

**Professional experience**

- 3 years of advanced knowledge in analysis of economic forecasts, barriers, gaps or technical obstacles and institutional capabilities for the implementation of actions on climate change, interpretation and analysis of information.
- A minimum of 3 years’ experience in economic studies, environmental issues or climate change and the direct execution of at least two projects related to climate finance.
- The following will be highly valued: 3 years of experience in development of Mapping for the main functions and institutional governmental responsibilities regarding environmental issues and/or climate change and knowledge of successful experiences in other Latin American countries in climate financing.

### 3 Expert in design of Environmental Strategies and/or climate change.

**Academic background**

- Professional degree in Industrial Engineering, Agricultural Economist, Business Administration or Law
- A master’s degree in Business Administration of Public Management is preferred

**Professional experience**

- Experience in the formulation of at least 2 policies, strategies and/or work plans with governmental entities
- At least 3-years’ experience in the formulation of regulatory frameworks for climate change in the agriculture, environment, energy, water resources, public works and/or forestry resources sectors.
- At least one experience in the management and Development of a proposal for an Executive Decree creating the Architecture on environmental issues and/or climate change.
4 Climate Change Specialist

<table>
<thead>
<tr>
<th>Academic background</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional degree in the following fields: environmental engineering or agronomist, economist or business administrator.</td>
</tr>
<tr>
<td>• A master’s degree in environment, climate change and related fields is preferred.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A minimum of 3 years of teaching experience in environment, climate change or climate finance.</td>
</tr>
<tr>
<td>• A minimum of 3 years' experience participating in workshops to train experts on issues particularly related to climate change will be positively assessed.</td>
</tr>
<tr>
<td>• At least 3 years of experience as a professor of environmental subjects.</td>
</tr>
</tbody>
</table>

VII. Place destination

The consultation will be performed mainly in the Department of San Salvador, Republic of El Salvador, Central America. The designated company shall guarantee its physical representation in the country during the entire term of the consultation through at least one domestic reference. The consultant will be physically based in one of the institutions or key stakeholders. The consultant shall assume all travel, per diem and administrative expenses. This is a LUMP SUMP contract (all-inclusive).

VIII. Consultancy term

The consultation will be carried out within a five (5)-month-term from the Startup Order and after the contract has been signed.

IX. Time table, schedule, fees and payment

Note: the contract will be for a lump sum of a fixed price “all-inclusive”. The proposal must include fees for professional services, airfare costs if the experts reside abroad and logistic items (communication, food, materials, IT equipment, etc.), in order to guarantee the products in the required terms. The winning bidder must have their own computers and software; the project does not provide such equipment.

X. Coordination, supervision and approval mechanism for products

The Readiness of the Green Climate Fund project coordinator and Silvia Vides, who has been designated to the area of resiliency, will be responsible for the coordination and supervision of the consultation.
The Government of El Salvador will coordinate jointly with the Climate Finance Committee, which includes Deputy Ministry for Development Cooperation, the Ministry of Environment and Natural Resources and the Technical and Planning Secretariat of the Presidency. It is necessary that the products receive the approval form all the actors above mentioned, according with the established in the product revision in Section IX.

XI. Inputs provided by the products

The workshops are included in the “activities to be carried out”, detailed in this Terms of Reference. The project may provide support for the coordination of the workshops.

XII. Information Confidentiality and Intellectual Property Rights

All intellectual rights of the works and the documents prepared by the consultation are property of the United Nations Development Program, as well as all the information accessed for the development of the same. The UNDP must previously approve any use of this information.

XIII. Tax liabilities

The selected bidder shall comply with the Law of the Tax on Transfer of Goods and with the Provision of Services (VAT). It will prove to the UNDP its status as a taxpayer and it shall issue VAT exempt final billing for the payments made under the contract; in the case of international consultants, they will be responsible to comply with the proper application of the tax regulations of their country of origin.
Section 4: Proposal Submission Form

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] 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.

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 [insert: period of validity as indicated in Data Sheet].

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

---

8 No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.
case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

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]
# Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

## Proposer Information Form

Date: [insert date as day, month and year] of Proposal Submission  
RFP No.: [insert number]

Page _______ of _______ pages

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Proposer’s Legal Name</td>
<td>[insert Proposer’s legal name]</td>
<td></td>
</tr>
<tr>
<td>2. In case of Joint Venture (JV), legal name of each party:</td>
<td>[insert legal name of each party in JV]</td>
<td></td>
</tr>
<tr>
<td>3. Actual or intended Country/ies of Registration/Operation:</td>
<td>[insert actual or intended Country of Registration]</td>
<td></td>
</tr>
<tr>
<td>4. Year of Registration:</td>
<td>[insert Proposer’s year of registration]</td>
<td></td>
</tr>
<tr>
<td>5. Countries of Operation</td>
<td>6. No. of staff in each Country</td>
<td>7. Years of Operation in each Country</td>
</tr>
<tr>
<td>8. Legal Address/ies in Country/ies of Registration/Operation:</td>
<td>[insert Proposer’s legal address in country of registration]</td>
<td></td>
</tr>
<tr>
<td>9. Value and Description of Top three (3) Biggest Contract for the past five (5) years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Latest Credit Rating (if any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Proposer’s Authorized Representative Information</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>[insert Authorized Representative’s name]</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>[insert Authorized Representative’s name]</td>
<td></td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert Authorized Representative’s name]</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td>[insert Authorized Representative’s name]</td>
<td></td>
</tr>
<tr>
<td>13. Are you in the UNPD List 1267.1989 or UN Ineligibility List?</td>
<td>☐ YES or ☐ NO</td>
<td></td>
</tr>
</tbody>
</table>

---

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. Attached are copies of original documents of:

☐ All eligibility document requirements listed in the Data Sheet
☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

---

### Joint Venture Partner Information Form (if Registered)¹⁰ (NA)

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

**RFP No.:** [insert number]

Page _________ of _______ pages

1. **Proposer’s Legal Name:** [insert Proposer’s legal name]

2. **JV’s Party legal name:** [insert JV’s Party legal name]

3. **JV’s Party Country of Registration:** [insert JV’s Party country of registration]

4. **Year of Registration:** [insert Party’s year of registration]

<table>
<thead>
<tr>
<th>Countries of Operation</th>
<th>6. No. of staff in each Country</th>
<th>7. Years of Operation in each Country</th>
</tr>
</thead>
</table>

8. **Legal Address/es in Country/ies of Registration/Operation:** [insert Party’s legal address in country of registration]

9. **Value and Description of Top three (3) Biggest Contract for the past five (5) years**

10. **Latest Credit Rating (if any)**

11. **Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.**

12. **JV’s Party Authorized Representative Information**

   **Name:** [insert name of JV’s Party authorized representative]

   **Address:** [insert address of JV’s Party authorized representative]

   **Telephone/Fax numbers:** [insert telephone/fax numbers of JV’s Party authorized representative]

   **Email Address:** [insert email address of JV’s Party authorized representative]

---

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. Attached are copies of original documents of: [check the box(es) of the attached original documents]

☐ All eligibility document requirements listed in the Data Sheet
☐ Articles of Incorporation or Registration of firm named in 2.
☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.
Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

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

<table>
<thead>
<tr>
<th>Name of Proposing Organization / Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Country of Registration:</td>
<td></td>
</tr>
<tr>
<td>Name of Contact Person for this Proposal:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Phone / Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

This section should fully explain the Proposer’s resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2 Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3 Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Client</th>
<th>Contract Value</th>
<th>Period of activity</th>
<th>Types of activities undertaken</th>
<th>Status or Date Completed</th>
<th>References Contact Details (Name, Phone, Email)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer’s internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.
### SECTION 3: PERSONNEL

#### 3.1 Management Structure
Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

#### 3.2 Staff Time Allocation
Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.)

#### 3.3 Qualifications of Key Personnel
Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position for this Contract:</td>
<td></td>
</tr>
<tr>
<td>Nationality:</td>
<td></td>
</tr>
<tr>
<td>Contact information:</td>
<td></td>
</tr>
<tr>
<td>Countries of Work Experience:</td>
<td></td>
</tr>
<tr>
<td>Language Skills:</td>
<td></td>
</tr>
<tr>
<td>Educational and other Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Summary of Experience:</td>
<td>Highlight experience in the region and on similar projects.</td>
</tr>
<tr>
<td>Relevant Experience (From most recent):</td>
<td></td>
</tr>
<tr>
<td>Period: From – To</td>
<td>Name of activity/ Project/ funding organisation, if applicable:</td>
</tr>
<tr>
<td>e.g. June 2004-January 2005</td>
<td></td>
</tr>
<tr>
<td>Etc.</td>
<td></td>
</tr>
<tr>
<td>Etc.</td>
<td></td>
</tr>
</tbody>
</table>
| References no.1 (minimum of 3): | Name  
Designation  
Organization  
Contact Information – Address; Phone; Email; etc. |
| Reference no.2 | Name  
Designation  
Organization  
Contact Information – Address; Phone; Email; etc. |
| Reference no.3 | Name  
Designation  
Organization  
Contact Information – Address; Phone; Email; etc. |

### Declaration:
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.
<table>
<thead>
<tr>
<th>Signature of the Nominated Team Leader/Member</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 7: Financial Proposal Form

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

<table>
<thead>
<tr>
<th>SN</th>
<th>Deliverables [list them as referred to in the TOR]</th>
<th>Percentage of Total Price (Weight for payment)</th>
<th>Price (Lump Sum, All Inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deliverable 1</td>
<td>[UNDP to give percentage (weight) of each deliverable over the total price for the payment purposes, as per TOR)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deliverable 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>....</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
<td>USD ......</td>
</tr>
</tbody>
</table>

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

---

11 No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.
<table>
<thead>
<tr>
<th>Description of Activity</th>
<th>Remuneration per Unit of Time (e.g., day, month, etc.)</th>
<th>Total Period of Engagement</th>
<th>No. of Personnel</th>
<th>Total Rate for the Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Personnel Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Services from Home Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Services from Field Offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Services from Overseas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Expertise 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Expertise 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Out of Pocket Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Travel Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Daily Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Communications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Reproduction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Equipment Lease</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Others</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III. Other Related Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section 8: FORM FOR PROPOSAL SECURITY (NA)

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated Click here to enter a date., to execute Services ..................
(hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

a) Fails to sign the Contract after UNDP has awarded it;
b) Withdraws its Proposal after the date of the opening of the Proposals;
c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date ......................................................................................................................................................

Name of Bank ....................................................................................................................................... 

Address ..................................................................................................................................................
Section 9: FORM FOR PERFORMANCE SECURITY\textsuperscript{12} (NA)

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. Click here to enter text dated Click here to enter a date., to execute Services ................. (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date ..............................................................................................................................................................

Name of Bank ................................................................................................................................................

Address ...........................................................................................................................................................

\textsuperscript{12} If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template
Section 10: Form for Advanced Payment Guarantee\textsuperscript{13} (NA)

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

________________________________________
[Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: ____________________________ [Name and Address of UNDP]

Date: _________________________________

ADVANCE PAYMENT GUARANTEE No.: _____________________

We have been informed that [name of Company] (hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])\textsuperscript{14} upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number __________________ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the

\textsuperscript{13} This Guarantee shall be required if the Contractor will require advanced payment of more than 20\% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor’s Bank must issue the Guarantee using the contents of this template.

\textsuperscript{14} The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.
amount of the advance payment, or on the __ day of ____________, 2___,\(^{15}\) whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

____________________

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

\(^{15}\) Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: “The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor’s written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.
Section 11: 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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Specialization</th>
<th>Nationality</th>
<th>Period of service</th>
</tr>
</thead>
</table>


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:

<table>
<thead>
<tr>
<th>LIST DELIVERABLES</th>
<th>INDICATE DELIVERY DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g.</td>
<td></td>
</tr>
<tr>
<td>Progress report</td>
<td>./././.</td>
</tr>
<tr>
<td>........................</td>
<td>./././.</td>
</tr>
<tr>
<td>Final report</td>
<td>./././.</td>
</tr>
</tbody>
</table>

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports 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 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>AMOUNT</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon.....</td>
<td>......</td>
<td>./././.</td>
</tr>
<tr>
<td>........................</td>
<td>......</td>
<td>./././.</td>
</tr>
</tbody>
</table>

Invoices shall indicate the milestones achieved and corresponding amount payable.
3.5 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

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.

4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of ____________% [INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.........................], Article(s) [.........] of the General Conditions in Annex I shall be amended to read/be deleted.

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]


7.1 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: _____________________________
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 SECURITY:

23.1 The Contractor shall:
   (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
   (b) Assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP’s property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor’s obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor’s obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor’s premises. The Contractor shall require its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TELEPORTIS:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm](http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm). This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 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.