



**REQUEST FOR QUOTATION (RFQ)**  
**(Goods)**

<b>NAME &amp; ADDRESS OF FIRM</b>	DATE: October 18, 2017
	REFERENCE: UNDP-SYR-RFQ-141-17

Dear Sir / Madam:

We kindly request you to submit your quotation for **the provision of training services to Power Establishment of Transmission Electricity, technicians and Engineers within Syria at selected sites**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before November 1, 2017 on or before 2:00 PM and via ☒ *e-mail*, ☒ *courier mail* to the address below:

**United Nations Development Programme**  
Mezzeh ,West Villas, Gazawi Street No. 8  
Walid Okla; Procurement Associate  
[Syria.bids@undp.org](mailto:Syria.bids@undp.org)

Quotations submitted by email must be limited to a maximum of 5 MB, virus-free and no more than 3 emails transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> DAP
Customs clearance, if needed, shall be done by:	<input checked="" type="checkbox"/> Supplier/Offeror
Exact Address/es of Delivery Location/s	Damascus and Rural Damascus – Deir Ali Power Plant
UNDP Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 3 months from the issuance of the contract
Delivery Schedule	<input checked="" type="checkbox"/> Required as in the TOR
Packing Requirements	N/A
Mode of Transport	Not Applicable
Preferred Currency of Quotation	<input checked="" type="checkbox"/> United States Dollars However, for local supplier's payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	N/A
Deadline for the Submission of Quotation	<i>Wednesday, November 01, 2017 on or before 2:00PM Damascus time</i>
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages.

	<input checked="" type="checkbox"/> Certificate of Registration of the business/training in Syria, or at country of registration plus registration document for representation office in Syria, or equivalent document. <input checked="" type="checkbox"/> Latest Audited Financial Statements (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years <input checked="" type="checkbox"/> Detailed CVs of trainer for each course. <input checked="" type="checkbox"/> Work plan and procedures in line with requirements to meet the timeline of requested services <input checked="" type="checkbox"/> List of customers and references for at least the last five years for similar training. <input checked="" type="checkbox"/> Copies of the certifications that demonstrate bidder's capability to provide the training requirements stated in this TOR. <input checked="" type="checkbox"/> Statement proving the Offeror's ability to send trainers to Syria for in-country training. <input checked="" type="checkbox"/> Statement proving the Offeror's ability to provide training outside Syria if needed. <input checked="" type="checkbox"/> Statement proving the Offeror's ability to provide theoretical or practical training courses or both of them. <input checked="" type="checkbox"/> Confirmation letter that the trainers will provide training certificates at the completion of the training. <input checked="" type="checkbox"/> Confirmation letter that the training lectures provided shall be handed out to trainees at the end of each course in PDF format on a CD. <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Allowed, Permitted offer by course is allowed
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of service
Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per week of delay: <b>1%</b> Max. no. of days of delay: <b>One (10) days</b> After which UNDP may terminate the contract.

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criterion and cannot be deleted regardless of the nature of services required] <input checked="" type="checkbox"/> The applicant vendor is required to be registered as a trainer. <input checked="" type="checkbox"/> Work plan and procedures in line with requirements to meet the timeline of requested services <input checked="" type="checkbox"/> Proposed training sessions and methodology to meet the requested services. <input checked="" type="checkbox"/> Bidder's qualifications: Number years of experience no less than 5 years in the field of training especially in the fields of power generation/power plants, power distribution and transmission. <input checked="" type="checkbox"/> Trainers' qualifications: Minimum 10 years of experience (Academic + Practical experience in the field, English language is a must / Arabic language is a plus, Strong written and oral communication skills, including the ability to make technical presentations, Must have certified training certificates from the Original Equipment Manufacturer to qualify him as a trainer, Must have practical experience in the field including supervision, execution, training and maintenance and testing. <input checked="" type="checkbox"/> Trainers should provide training certificates at the completion of the training. <input checked="" type="checkbox"/> Training lectures provided shall be handed out to trainees at the end of each course in PDF format on a CD.
UNDP will award to:	<input checked="" type="checkbox"/> One or more than one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Professional Services Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of Contract if the delivery/completion is delayed by 10 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Completion of training as mentioned in the TOR <input checked="" type="checkbox"/> Written Acceptance of service based on full compliance with RFQ requirements.

Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of reference of the services Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	<i>Walid Okla, Procurement Associate</i> <a href="mailto:Walid.okla@undp.org">Walid.okla@undp.org</a>  Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

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

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

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

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

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

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

***Hanan Al Ali  
Head of Procurement Unit i.a  
October 18, 2017***

## **Terms of Reference (TOR)**

**Project Name: Training for All**

**Post: Technical Training Expert – PETE**

**Duration of the training: As per the periods stipulated in Table (1) and Table (2).**

### **1. Background:**

Unrest in the Syrian Arab Republic has been on-going since March 2011 and has deteriorated ever since. The situation has recently worsened as the number of people in need of humanitarian assistance has increased many folds since March 2011 and is now estimated at over 9.3 million people (SRP, 2015). Sixty-five per cent of the population or 13.9 million persons are living now in poverty, with 7.9 million people becoming poor since the beginning of the crisis, of which 4.4 million living in extreme poverty as households spent their savings and exhausted their coping strategies (SCPR, 2014). Among the affected people, the number of IDPs has grown significantly and is now estimated at 6.5 million. Many families had to leave their homes and seek refuge in schools, public gardens, and relatives' houses or in surrounding countries because of violence but also scarcity of livelihoods, access to basic services and community infrastructure in their home towns and villages.

Electricity production and distribution was heavily affected by on-going hostilities (destruction, looting, sabotage, etc.). The reliable and sustainable electricity supply is essential to respond to the immediate humanitarian needs of crisis affected communities, namely for the operation of essential humanitarian services such as water supply, hospitals, schools, sewerage treatment plants and other community services. Several power plants are suffering serious shortages of spare parts for adequate operations and maintenance to replace those who have already attained their design life or have been damaged during operations. Thus, the need for targeted infrastructure rehabilitation programmes.

Since early recovery aims at turning the dividends of humanitarian action into sustainable crisis recovery, resilience building as well as development opportunities, capacity development of human resources is one of most effective means to enhance people's resilience and adaptability to the changing contexts. Capacity development – in its various forms and types - will equip affected people and institutions with adequate skills needed at the crisis and post crisis times. This would also contribute to improving their potential for employability and preparedness for a full-fledged community infrastructure rehabilitation as well as reconstruction programmes and ensure that the human capital is preserved for longer term recovery and developments paths.

The objective of this project is to provide electrical sector training opportunities aiming at the short-mid- and long term resilience building of conflict-affected Syrians in keeping up and upgrading their skills and knowledge. This will enable Syrians to participate in the processes leading to the recovery and reconstruction phases including electricity infrastructure rehabilitation and basic and social services restoration.

### **2. Objectives**

The trainers whether National or International are expected to provide training to Power Establishment of Transmission Electricity, technicians and Engineers within Syria at selected sites on all aspects related to the operation and maintenance related to PETE Substations, Overhead and

Underground transmission lines. The goal shall be building the capacity of PETE staff to be able to conduct technically advanced tasks and repairs related to their daily rehabilitation work.

### 3. Scope of Work & Responsibilities

The trainers should be Academic professionals with long term experience in the field to cover all aspects of operation, maintenance and control technologies related to Substations / transmission grids. All training provided shall be a combination of theoretical lectures and practical – hands on training in the field.

### 4. Expected deliverables and proposed timelines for local training

PETE (LOCAL TRAINING PROGRAM)							
ITEM	COURSE NO1	Testing & setting of NUMERICAL protections RELAYS (DISTANCE + DIFFERENTIAL + BUS BAR) FROM (Siemens -GE-AREVA-ABB)					
	TRAINING INFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification	
1	Testing & setting of NUMERICAL protection RELAYS (DISTANCE + DIFFERENTIAL + BUS BAR) FROM (Siemens -GE-AREVA - ABB)	13 working days	OPERATION - ERECTION	Damascus	14	Expert (10 years)	
Schedule of the Training Session							
	Subject	Duration	Training location	Equipment Available for Training	Trainer Required experience	Notes	
	The theoretical principles and general principles of the following (7SA 522-D60-REL670-P443)	2 Days	Damascus	Available	Expert (10 year)		
	The theoretical principles and general principles of the following TRANSFORMER	1 Day					



	PROTECTIONS (7UT513-T35-RET670- P631)				
	The theoretical principles and general principles of the following TRANSFORMER PROTECTIONS (B90 - 7SS522)	2 Days			
	Preparation for CALIBRATION AND PROTECTION TESTING 230 kV line protection Siemens 7SA522	1 Day			
	Protection test Siemens 7 SA522 3 for line -Dimas 230 kV	1 Day			
	Preparation for CALIBRATION AND PROTECTION TESTING 400 kV line protection 7SA522 Dimas - Deir Ali	1 Day			
	Protection test Siemens 7 SA522 3 for line -Deir Ali 400 kV	1 Day			
	Preparation for calibration of the differential protection of transformers 230 \ 66 kV substation GE PROTECTION	1 Day			
	Shutdown and test power TRANSFORMERS of the number \ 2 \ 230 \ 66 KV	1 Day			
	Preparation for calibrating bus bar protection for substation	1 Day			
	Protection test for 230/66 KV substation	1 Day			

PETE (LOCAL TRAINING PROGRAM)	
COURSE NO2	Operation of the DIGITAL CONTROL SYSTEM DCS for Deir Al 400KV expansion station Manufactured BY AREVA COMPANY (PACIS SYSTEM)

ITEM	TRAINING INFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification	
2	Operation of the DIGITAL CONTRAOL SYSTEM DCS for Deir Ali 400KV expansion station MANUFACTURED BY AREVA COMPANY (PACIS SYSTEM)	13 working days	OPERATION - ERECTION	RURAL DAMASCUS-DEIR ALI POWER PLANT	14	expert (10 years)	

**Schedule of the Training session**

DAY	Subject	Duration	Training location	Equipment Available for Training	Trainer Required Experience	Notes
	The theoretical principles and general principles of the system used in the station	2 Days	Damascus	Available	expert (10 years)	
	DCS Substation training	6 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	
	Maintenance and emergency handling	3 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	
	Evaluation of the training course and testing of practical and theoretical training	2 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	

**PETE (LOCAL TRAINING PROGRAM)**

<b>COURSE NO3</b>		<b>Maintenance and testing of GIS stations (230-66KV) MANUFACTURER BY ABB-AREVA-GANZ</b>					
ITEM	TRAINING INFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification	
3	Maintenance and testing of GIS stations (230-66KV) MANUFACTURER BY ABB-AREVA-GANZ	14 Working Days	OPERATION - ERECTION	DAMASCUS	14	expert (10 years)	

Schedule of the Training session						
	Subject	Duration	Training location	EQUIPMENT Available for Training	Trainer Required experience	Notes
	The theoretical principles and general principles of gas - isolated transformer stations and the methods of conducting periodic and emergency maintenance	2 Days	Damascus	Available	expert (10 years)	
	Periodic maintenance of GIS stations manufactured by AREVA	4 Days		Available	expert (10 years)	
	Periodic maintenance of GIS stations by GANZ ANSALDO	4 Days		Available	expert (10 years)	
	Periodic maintenance of GIS stations manufactured by ABB	4 Days		Available	expert (10 years)	

PETE (LOCAL TRAINING PROGRAM)							
COURSE NO 4-1 & 4-2							
ITEM	TRAINING INFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification	
4-1 & 4-2	Installation, processing and testing of power transformers 400-230-66 kV& COMMISSIONING and testing of transformer stations 400-230-66KV AIS	12 Working Days	OPERATION - ERECTION	DAMASCUS	12	expert (10 years)	
	Schedule of the Training session						
	Subject	Duration	Training location		Equipment available for training	Trainer Required Specifications	Notes
	The theoretical principles and general principles of transformer stations and the methods of periodic and emergency maintenance	2 Days	Damascus		TAND DELTA - PRIMER	expert (10 years)	PETE NEED TRANSFORMER

	maintenance of auto power transformer 300 MVA 400/230KV	1 Day		Y CURREN T & OIL DIECTRI C TEST		RATIO & DC measur ement & DGA EQU  (To be brought by trainer)
	preparing tools for testing transformer in substation 400 KV	1 Day				
	TESTING THE AUTO TRANSFORMER 400/230 KV NO1 (SIEMENS TR)	1 Day				
	Maintenance power transformer 125 MVA 230/66 KV	1 Day				
	preparing tools for testing transformer in substation 230 KV	1 Day				
	TESTING& MANTANCE the power transformer 125 MVA 230/66 KV NO1	1 Day				
	Maintenance of power transformer 30 MVA 66/20 KV	1 Day				
	preparing tools for testing transformer in substation 66 KV	1 Day				
	TESTING& MAINTENANCE OF THE power transformer 30MVA 66/20 KV NO1	1 Day				
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day				

PETE (LOCAL TRAINING PROGRAM)							
COURSE NO 4-3							
ITEM	TRAINING IFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification	
4-3	Installation & COMMISSIONING of electric circuit breakers 400- 230-66 KV	12 Working Days	OPERATION - ERECTION	DAMASCUS	12	expert (10 years)	
	Schedule of the Training session						

	Subject	Duration	Training Location	Equipment Available for Training	Trainer Specification	Notes
	The theoretical principles and general principles OF 400KV & 230 & 66 KV CB	2 Days	Damascus		expert (10 years)	PETE NEED CIRCUIT BREAKER TEST EQU  (To be brought by trainer)
	maintenance OF 400KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420KV	1 Day				
	PREPARING OF 400KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420KV	1 Day				
	SWITCH OF ONE 400 KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420 KV	1 Day				
	PREPARING OF 230KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ1-E230KV	1 Day				
	SWITCH OF ONE 230 KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ1-E1-230 KV	1 Day				
	PREPARING OF 230KV CIRCUIT BREAKER ABB TYPE LTB 245E1	1 Day				
	SWITCH OF ONE 230 KV CIRCUIT BREAKERABB TYPE LTB 245E1	1 Day				
	PREPARING OF 66 KV CIRCUIT BREAKER	1 Day				
	SWITCH OFF ONE 66 KV CIRCUIT BREAKER	1 Day				
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day				

PETE (LOCAL TRAINING PROGRAM)

COURSE NO 4-4 & 4-5

ITEM	TRAINING INFORMATION COURSE	Duration /Working Days	DEPARTMENT	LOCATION	Number of trainees	Trainer Specification	
4-4 & 4-5	Installation & COMMISSIONING of CT &VT 400-230-66 KV & Installation and testing of DC-AC auxiliary feeding system for HV SUBSTATION	12 Working Days	OPERATION - ERECTION	DAMASCUS	12	expert (10 years)	

Schedule of the Training session

DAY	Subject	Duration	Training location	Equipment Available for Training	Trainer Required Specification	Notes
	The theoretical principles and general principles OF CT&VT	2 Days	Damascus	TAN DELTA-PRIMERY INJECTION SET	expert (10 years)	
	The theoretical principles and general principles OF AC &DC SUBSTATION AUX	1 Day	Damascus			
	PREPARING OF 400KV CT &VT	1 Day	Rural Damascus – Deir Ali Power Plant			
	TESTING 400KV CT. S&VT.S	1 Day	Damascus			
	PREPARING OF 400KV CT &VT	1 Day	Damascus			
	TESTING 400KV CT. S&VT.S	1 Day	Damascus			
	AC & DC AUX 400/230/66KV (CHARGERS&BATTERY) MAINTENANCE	1 Day	Damascus			
	AC & DC AUX 400/230/66KV (CHARGERS&BATTERY) MAINTENANCE	1 Day	Damascus			
	AC & DC AUX 66/20 KV MOBILE S/S (CHARGERS&BATTERY) MAINTENANCE	1 Day	Damascus			

	AC & DC AUX 66/20 KV MOBILE S/S (CHARGERS&BATTERY )MANTANCE	1 Day	Damascus			
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day	Damascus			

PETE (LOCAL TRAINING PROGRAM)						
COURSE NO 5						
TRAINING IFORMATION COURSE	Duration /Working Days	DEP ARTMENT	LOCATION	Number of trainees	Trainer Specification	
Installation and testing of end boxes and connecting joint boxes for cables 200-230 KV	14 Working Days	OPERATION - ERECTION	Damascus	8	expert (10 years)	

5. Duration of Contract

The above mentioned tasks should be accomplished within the mentioned days over the three months period.

6. Reporting and Payment Schedule

The Trainers will work under the overall guidance of the infrastructure team leader and in direct and close liaison with the UNDP Project Manager and Technical Team. All deliverables should be submitted in one original copy including two soft copies on CDs.

The payment will be released after submission and certification of acceptance by relevant UNDP staff member of the above specified deliverables.

Please note, that UNDP will provide transportation from/to Beirut and inside Syria.

7. Qualifications Required

- a. Bidder must be a well-established company with 5 years in the field of Training especially in the fields of power generation/power plants, power distribution and transmission.
- b. Bidder's courses should be designed to focus on improving personal knowledge and awareness, to give operators confidence in carrying out their assigned tasks and to improve turbine reliability with reducing unscheduled outages.
- c. Bidder's training packages should be customizable to meet each client’s individual requirements including operational procedures applicable to each plant.
- d. Bidder shall provide his commercial/training registration.
- e. Bidder shall provide his company profile.
- f. Bidder should proof his financial capability by providing his financial statements for at least the last three years.

- g. Bidder shall provide an extensive list of customers and references for at least the last five years for similar training.
- h. Bidder shall provide a copy of his certifications received to demonstrate his capability to provide the training requirements stated in this TOR.
- i. Bidder shall be able to send trainers to Syria for in-country training for practical training.
- j. Bidder has to submit two options of quotations for theoretical courses (in country and online courses) under the condition that he will guaranty the trainees will receive the same quality of in-country training.
- k. Bidder shall be able to provide training outside Syria if needed.
- l. Bidder shall be able to arrange for training from specific equipment manufacturers.
- m. Bidder should provide CV of trainer for each course
- n. offers are devisable (bidder can provide one course or more)

The Trainers should possess the following minimum qualifications:

**Academic Qualifications:** Bachelor degree in Electrical (Power/Electronic) / Mechanical Engineering.

**Experience:**

- Minimum 10 years of experience (Academic + Practical experience in the field (working at Substations)).
- English language is a must / Arabic language is a plus.
- Strong written and oral communication skills, including the ability to make technical presentations.
- Must have certified training certificates from the Original Equipment Manufacturer to qualify him as a trainer.
- Must have practical experience in the field including supervision, execution, training and maintenance and testing.



## Annex 2

### FORM FOR SUBMITTING SUPPLIER'S QUOTATION (This Form must be submitted only using the Supplier's Official Letterhead/Stationer)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. UNDP-SYR-RFQ-126-17:

**TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements :**

PETE (LOCAL TRAINING PROGRAM)									
COURSE NO1		Testing & setting of NUMERICAL protections RELAYS (DISTANCE + DIFFERENTIAL + BUS BAR) FROM (Siemens -GE-AREVA-ABB)							
ITEM	TRAINING IFORMATION COURSE	Duration/Working Days	Departm ent	Location	Number of Trainees	Trainer Specification			
1	Testing & setting of NUMERICAL protection RELAYS (DISTANCE + DIFFERENTIAL + BUS BAR) FROM (Siemens - GE- AREAV -ABB)	13 working days	OPERATI ON - ERECTIO N	Damascus	14	Expert (10 years)			
Schedule of the Training Session									
	Subject	Duration	Training location	Equipmen t Available for Training	Trainer Required experience	Type of Course	total cost of in country course	total cost of online course	
	The theoretical principles and general principles of the following (7SA 522-D60-REL670-P443)	2 Days	Damascus	Available	Expert (10 year)	Theoretical			
	The theoretical principles and general principles of the following TRANSFORMER PROTECTIONS (7UT513- T35-RET670- P631)	1 Day	Damascus	Available	Expert (10 year)	Theoretical			
	The theoretical principles and general principles of the following TRANSFORMER PROTECTIONS (B90 - 7SS522)	2 Days	Damascus	Available	Expert (10 year)	Theoretical			

	Preparation for CALIBRATION AND PROTECTION TESTING 230 kV line protection Siemens 7SA522	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Protection test Siemens 7 SA522 3 for line -Dimas 230 kV	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Preparation for CALIBRATION AND PROTECTION TESTING 400 kV line protection 7SA522 Dimas - Deir Ali	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Protection test Siemens 7 SA522 3 for line -Deir Ali 400 kV	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Preparation for calibration of the differential protection of transformers 230 \ 66 kV substation GE PROTECTION	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Shutdown and test power TRANSFORMERS of the number \ 2 \ 230 \ 66 KV	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Preparation for calibrating bus bar protection for substation	1 Day	Damascus	Available	Expert (10 year)	Practical		
	Protection test for 230/66 KV substation	1 Day	Damascus	Available	Expert (10 year)	Practical		
	<b>Total Cost Of Course No. 1</b>							

PETE (LOCAL TRAINING PROGRAM)									
COURSE NO2	Operation of the DIGITAL CONTROL SYSTEM DCS for Deir Al 400KV expansion station Manufactured BY AREVA COMPANY (PACIS SYSTEM)								
ITEM	TRAINING IFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification			
2	Operation of the DIGITAL CONTRAOL SYSTEM DCS for Deir Ali 400KV expansion station MANUFACTURED BY AREVA COMPANY (PACIS SYSTEM)	13 working days	OPERATION - ERECTION	RURAL DAMASCUS-DEIR ALI POWER PLANT	14	expert (10 years)			
Schedule of the Training session									
DAY	Subject		Duration	Training location	Equipment Available for Training	Trainer Required Experience	Type of Course	total cost of in country course	total cost of online course
	The theoretical principles and general principles of the system used in the station		2 Days	Damascus	Available	expert (10 years)	Theoretical		

	DCS Substation training	6 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	Theoretical /Practical		
	Maintenance and emergency handling	3 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	Theoretical /Practical		
	Evaluation of the training course and testing of practical and theoretical training	2 Days	Rural Damascus – Deir Ali Power Plant	Available	expert (10 years)	Theoretical		
	<b>Total Cost Of Course No. 2</b>							

PETE (LOCAL TRAINING PROGRAM)								
COURSE NO3		Maintenance and testing of GIS stations (230-66KV) MANUFACTURER BY ABB-AREVA-GANZ						
ITEM	TRAINING IFORMATION COURSE	Duration/Working Days	Department	Location	Number of Trainees	Trainer Specification		
3	Maintenance and testing of GIS stations (230-66KV) MANUFACTURER BY ABB-AREVA-GANZ	14 Working Days	OPERATION - ERECTION	DAMASCUCS	14	expert (10 years)		
Schedule of the Training session								
	Subject	Duration	Training location	EQUIPMENT Available for Training	Trainer Required experience	Type of Course	total cost of in country course	total cost of online course
	The theoretical principles and general principles of gas - isolated transformer stations and the methods of conducting periodic and emergency maintenance	2 Days	Damascus	Available	expert (10 years)	Theoretical		
	Periodic maintenance of GIS stations manufactured by AREVA	4 Days	Damascus	Available	expert (10 years)	Theoretical /Practical		
	Periodic maintenance of GIS stations by GANZ ANSALDO	4 Days	Damascus	Available	expert (10 years)	Theoretical /Practical		
	Periodic maintenance of GIS stations manufactured by ABB	4 Days	Damascus	Available	expert (10 years)	Theoretical /Practical		
	Total Cost Of Course No. 3							

PETE (LOCAL TRAINING PROGRAM)					
<b>COURSE NO 4-1 &amp; 4-2</b>					
ITEM	TRAINING INFORMATION COURSE	Duration Working Days	Department	Location	Trainer Specification
<b>4-1 &amp; 4-2</b>	Installation, processing and testing of power transformers 400-230-66 kV& COMMISSIONING and	12 Working Days	OPERATION - ERECTION	DAMASCUS	Expert (10 years)

	testing of transformer stations 400-230-66KV AIS							
<b>Schedule of the Training session</b>								
	Subject	Duration	Training location	Equipment available for training		Type of Course	total cost of in country course	total cost of online course
	The theoretical principles and general principles of transformer stations and the methods of periodic and emergency maintenance	2 Days	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Theoretical		
	maintenance of auto power transformer 300 MVA 400/230KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Theoretical /Practical		
	preparing tools for testing transformer in substation 400 KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	TESTING THE AUTO TRANSFORMER 400/230 KV NO1 (SIEMENS TR)	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	Maintenance power transformer 125 MVA 230/66 KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	preparing tools for testing transformer in substation 230 KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	TESTING& MANTANCE the power transformer 125 MVA 230/66 KV NO1	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	Maintenance of power transformer 30 MVA 66/20 KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	preparing tools for testing transformer in substation 66 KV	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	TESTING& MAINTENANCE OF THE power transformer 30MVA 66/20 KV NO1	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Practical		
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day	Damascus	TAND DELTA - PRIMERY CURRENT &OIL DIECTRIC TEST		Theoretical /Practical		

<b>PETE (LOCAL TRAINING PROGRAM)</b>							
<b>COURSE NO 4-3</b>							
ITEM	TRAINING IFORMATION COURSE	Duration/ Working Days	Department		Location	Number of Trainees	Trainer Specification
	Installation & COMMISSIONING of electric circuit breakers 400-230-66 KV	12 Working Days	OPERATION - ERECTION		DAMASCUS	12	Expert (10 years)

Schedule of the Training session								
	Subject	Duration	Training Location		Notes	Type of Course	total cost of in country course	total cost of online course
	The theoretical principles and general principles OF 400KV & 230 & 66 KV CB	2 Days	Damascus		PETE NEED CIRCUIT BREAKER TEST EQU	Theoretical		
	maintenance OF 400KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420KV	1 Day	Damascus			Practical		
	PREPARING OF 400KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420KV	1 Day	Damascus		(To be brought by trainer)	Practical		
	SWITCH OF ONE 400 KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ2-E1-420 KV	1 Day	Damascus			Practical		
	PREPARING OF 230KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ1-E230KV	1 Day	Damascus			Practical		
	SWITCH OF ONE 230 KV CIRCUIT BREAKER (SIEMENS) TYPE 3AQ1-E1-230 KV	1 Day	Damascus			Practical		
	PREPARING OF 230KV CIRCUIT BREAKER ABB TYPE LTB 245E1	1 Day	Damascus			Practical		
	SWITCH OF ONE 230 KV CIRCUIT BREAKERABB TYPE LTB 245E1	1 Day	Damascus			Practical		
	PREPARING OF 66 KV CIRCUIT BREAKER	1 Day	Damascus			Practical		
	SWITCH OFF ONE 66 KV CIRCUIT BREAKER	1 Day	Damascus			Practical		
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day	Damascus			Theoretical /Practical		

PETE (LOCAL TRAINING PROGRAM)								
COURSE NO 4-4 & 4-5								
ITEM	TRAINING IFORMATION COURSE	Duration /Working Days	DEP ARTMENT	LOCATION	Number of trainees	Trainer Specification		
4-4 & 4-5	Installation & COMMISSIONING of CT &VT 400-230-66 KV & Installation and testing of DC-AC auxiliary feeding system for HV SUBSATION	12 Working Days	OPERATION - ERECTION	DAMASCUS	12	expert (10 years)		
Schedule of the Training session								

DAY	Subject	Duration	Training location		Trainer Required Specification	Type of Course	total cost of in country course	total cost of online course
	The theoretical principles and general principles OF CT&VT	2 Days	Damascus		Expert (10 years)	Theoretical		
	The theoretical principles and general principles OF AC &DC SUBSATTION AUX	1 Day	Damascus			Theoretical		
	PREPARING OF 400KV CT &VT	1 Day	Rural Damascus Deir Ali Power Plant			Practical		
	TESTING 400KV CT. S&VT.S	1 Day	Damascus			Practical		
	PREPARING OF 400KV CT &VT	1 Day	Damascus			Practical		
	TESTING 400KV CT. S&VT.S	1 Day	Damascus			Practical		
	AC & DC AUX 400/230/66KV (CHARGERS&BATTERY) MAINTENANCE	1 Day	Damascus			Practical		
	AC & DC AUX 400/230/66KV (CHARGERS&BATTERY) MAINTENANCE	1 Day	Damascus			Practical		
	AC & DC AUX 66/20 KV MOBILE S/S ( CHARGERS&BATTERY ) MANTANCE	1 Day	Damascus			Practical		
	AC & DC AUX 66/20 KV MOBILE S/S (CHARGERS&BATTERY )MANTANCE	1 Day	Damascus			Practical		
	Evaluation of the training course and testing of practical and theoretical trainees	1 Day	Damascus			Theoretical		
	<b>Total Cost Of Course No. 4 : (4-1 &amp; 4-2 &amp; 4-3 &amp; 4-4 &amp; 4-5)</b>							

PETE (LOCAL TRAINING PROGRAM)								
COURSE NO 5								
TRAINING IFORMATION COURSE	Duration /Working Days	DEP ARTMENT	LOCATION	Number of trainees	Trainer Specification	Type of Course	total cost of in country course	total cost of online course
Installation and testing of end boxes and connecting joint boxes for cables 200-230 KV	14 Working Days	OPERATION - ERECTION	Damascus	8	expert (10 years)	Theoretical/ Practical		
	<b>Total Cost Of Course No. 5:</b>							

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

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

**UNDP**  
**GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

**1.0 LEGAL STATUS:**

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

**2.0 SOURCE OF INSTRUCTIONS:**

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

**3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

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

**4.0 ASSIGNMENT:**

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

**5.0 SUB-CONTRACTING:**

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

**6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including



their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

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

**8.4.1** Name UNDP as additional insured;

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

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

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

#### **9.0 ENCUMBRANCES/LIENS:**

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

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

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

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

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

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

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

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to

be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

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

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days

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

#### **17.0 PRIVILEGES AND IMMUNITIES:**

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

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

## **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

## **23.0 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-TERRORISM:**

**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>. 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.

---