

# **REQUEST FOR PROPOSAL**

## **RFP-052/15**

**Entering into a Professional Contract for provision of Consultancy Services to Support UNDP's  
Private Sector Development Initiatives in Iraq**



**United Nations Development Programme**  
**August, 2015**

## Section 1. Letter of Invitation

Basra, Iraq  
August 17, 2015

### **Entering into a Professional Contract for provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq**

Dear Bidders,

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 and ANNEX I-Technical Scoring 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 which includes ANNEX II-Price Schedule
- Section 8 – Contract for Professional Services Form, including General Terms and Conditions.
- Section 9 – Special Conditions
- Section 10 – Checklist for Submittals

Your offer, comprising of a Technical and Financial Proposals, in separate emails, should be submitted in accordance with Section 2, D.23.2

You are kindly requested to submit an acknowledgment letter to UNDP to the following e-mail address: [sherali.toshmurodov@undp.org](mailto:sherali.toshmurodov@undp.org)

The 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,  
Sherali Toshmurodov, Procurement Analyst

## 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.
- 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/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) 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://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.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); (**Not Applicable in this RFP**).
- 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 (Not Applicable)**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not

they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 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):

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

Rating the Financial Proposal (FP):

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

Total Combined Score:

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

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.35), 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/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) 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. **(Not Applicable)**

### **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. **(Not Applicable)**

### **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/procurement/protest.shtml>

## G. DATA SHEET (DS)

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.

DS No. <sup>1</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP Iraq Projects.
2		Title of Services/Work:	Entering into a Professional Contract for provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq
3		Country / Region of Work Location:	Iraq
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: Not Applicable.
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not Applicable

11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	1 day before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Sherali Toshmurodov  E-mail address dedicated for this purpose: sherali.toshmurodov@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website:  <a href="http://www.iq.undp.org/ProcurementNotices_Overview.aspx">http://www.iq.undp.org/ProcurementNotices_Overview.aspx</a>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	NOT APPLICABLE
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>Please see below DS No. 23: Conditions and Procedures for electronic submission.</u>
21	C.21 D.24	Deadline of Submission	Date and Time : 3 September , 2015 5:00PM, Basra Time-Iraq

22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Proposal
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><b>TECHNICAL PROPOSALS ONLY MUST</b> be submitted to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a></p> <p><b>FINANCIAL PROPOSALS MUST</b> be submitted to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a>  <b><u>(Financial Proposals received on other e-mail address shall be rejected and shall no longer be considered for evaluation).</u></b></p> <p><i>Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</i></p> <p><i>Proposers must take into account the following:</i></p> <p><i>Proposers submitting a proposal MUST submit a separate Technical Proposal and a separate Financial with clear indication in the e-mail subject box for which services the Proposer is submitting a Proposal for.</i></p> <p><i>Proposers must also indicate the RFP number in the e-mail subject box for the received Technical proposal and as follows:</i>  <b><u>RFP- 052/15 - Ref. TECHNICAL PROPOSAL– PART 1 OF .....</u></b></p> <p><i>Proposers must indicate the RFP number in the e-mail subject box for the received Financial proposal and as follows:</i>  <b><u>RFP-052/15 - Ref. FINANCIAL PROPOSAL</u></b></p> <p><i>Attachments should be in PDF files only, password protected Password must not be provided to UNDP until the date and time of Bid Opening as indicated in DS. No. 24</i>  <i>Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.</i></p> <p><i>Each e-mail message including attachments must not <b>exceed 5MB</b>. There is no limit on the number of e-mail messages for each bid. The first message should state the total number of</i></p>

			<p><i>messages comprising the bid.</i></p> <p><i>If zip files are used, they should not include multiple lower sub-folders or directories.</i></p> <p><i>Proposers should avoid attempting to send proposals by e-mail just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.</i></p>
24	D.23.1	Date, time and venue for Public opening of Proposals	<p><b>No public opening of proposals.</b></p> <p><i>The bids will be opened by UNDP on September 4, 2015 9:00PM, Basra Time-Iraq</i></p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Latest Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>Three</i> Years if any.</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from <i>Three</i> Clients in terms of Contract Value the past 3 years</p> <p><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.</p>
27		Other documents that may be Submitted to Establish Eligibility	<p>The forms provided under the Section 5 must be accurately filled, signed and stamped.</p>

28	C.15	Structure of the Technical Proposal	<i>The required structure provided under Section 6 - Technical Proposal Form.</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>September 20, 2015</i>
30	C.15.2	Expected duration of Long Term Agreement	The Contract duration 6 months.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none"> <li>UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 1267/1989. UNDP may reject any Proposal at this stage.</li> <li>Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation: <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Rating the Technical Proposal (TP):</p> <math display="block">\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100</math> </div> </li> <li>Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation: <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><b>Rating the Financial Proposal (FP):</b></p> <math display="block">\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100</math> </div> </li> <li>The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</li> </ol>

			<div> <b>Total Combined Score=</b>             (TP Rating) x (Wight of TP (70%)) + (FP Rating) x (Weight of FP (30%))         </div> <p>UND will award contract to the most responsive Proposal with highest achieved combined score.</p> <p>Financial Proposal will be evaluated in accordance with <i>the price schedule sheet, where the Proposers must show their prices against each type of services in details.</i> Please see Section 7- Financial Proposal.</p>
33		Detailed Technical Evaluation:	Technical Proposal will be evaluated against scoring sheet, Please see ANNEX I- Technical Scoring Sheet.
34		Detailed Financial Evaluation:	Financial Proposal will be evaluated in accordance with the set Financial Proposal Form, where the Proposers must show their prices against each type of services in details, and must present the totalled prices per delivery within 6 months. Please see Section 7- Financial Proposal.
35	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the Proposal requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
36		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Satisfactory and timely services provided as per agreed contract deliverable are main factors for the post payment.
37		Checklist For Offerors Section 11.	The Checklist will assist Proposers to verify all the required documents that need to be submitted together with the technical proposal. Submit the completed checklist. See Section 11.

## ANNEX I - TECHNICAL SCORING SHEETS:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	10%	100
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
3.	Key Personnel	40%	400
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Expertise, Background and Experience of the Organization. Relevance of mandate and specialization of the organisation.	20
1.2	General Organizational Capability <ul style="list-style-type: none"> <li>- financial stability</li> <li>- size of the firm</li> <li>- age of the firm (minimum 5 years).</li> <li>- strength of project management support</li> <li>- project management controls</li> <li>- International experience</li> </ul>	10
1.3	Quality assurance procedures applied in organization for the deliverables	20
1.4	Relevance of: <ul style="list-style-type: none"> <li>- Specialised Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- International/Regional Experience on Similar Projects</li> </ul>	50
<b>Total Part 1</b>		<b>100</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	Degree of understanding task by the Proposer	85
2.2	Have the important aspects of the task been addressed in sufficient detail?	70
2.3	Is each deliverable adequately weighted and relevant to one another?	30
2.4	Is the proposal based on understanding of the environment and local condition in the preparation of the proposal? Are the risks mitigation measures considered in	90

	implementation plan?	
2.5	Is the conceptual framework adopted appropriately for the task?	80
2.6	Is the implementation plan well defined and does it correspond to the TOR and set timeline?	40
2.7	Is the proposal clear and is the sequence of deliverables/ activities and the planning logical, realistic and promise efficient delivery of the outputs?	105
	<b>Total Part 2</b>	<b>500</b>

Technical Proposal Evaluation		Points Obtainable
Form 3		
<b>Key Personnel</b>		
3.1	<b>Business Strategy Consultant</b>	
	Relevant Academic Background (Masters in Business, Economics or other relevant field)	20
	Knowledge and experience in required field: - Business Strategy Formulation- 10 points - Private Sector Investment- 10 points - Laws and Regulations for Business 10 points - Consultancy on Efficient Organization Organizational Structure and Management - 10 points	40
	- Research Experience in Business Strategy Development	20
	- Practical Experience in the area of specialization (minimum 10 years)	40
	- International Experience (minimum 5 years)	20
	- Knowledge of the region (Iraq, Middle East and post conflict areas)	40
	- Language Qualifications: English	20
	<b>Sub Total</b>	<b>200</b>
3.2	<b>Business Process and Private Sector Development Consultant</b>	
	Relevant Academic Background (Masters in Business, Economics or other relevant field)	20
	Knowledge and experience in required field: - Policy Level Intervention on Private Sector Development – 10 points - Official Development Assistance Loan – 10 points - Iraqi Laws and Regulations for Business – 10 points - Monitoring and Evaluation – 10 points	40
	- Research Experience in Private Sector Development	20
	- Practical Experience in the area of specialization (minimum 10 years)	40
	- International Experience (minimum 5 years)	20
	- Knowledge of the region (Iraq, Middle East and post conflict areas)	40
	- Language Qualifications: English and Arabic	20
	<b>Sub Total</b>	<b>200</b>
<b>Total Part 3</b>		<b>400</b>

## **Section 3: Terms of Reference (TOR)**

---

### ***Provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq.***

#### ***-Analysis of and Recommendations to Improve Iraq's Business Environment and Japanese ODA Loan Project Implementation-***

##### **1. Project Description**

Under the direct supervision of the Loan Management Unit (LMU), Inclusive Growth and Private Sector Development Portfolio, UNDP Iraq is endeavoured to bolster economic growth and diversification as well as job creation in Iraq by supporting private sector development. One of the key factors in pursuing this objective is to adequately follow up the implementation of the Private Sector Development Strategy of Iraq (2014-2030), providing solid analysis and recommendations to facilitate and expedite implementation.

The private sector in Iraq suffers from a set of structural and functional problems and impediments to its development, including, but not limited to, inappropriate legislative and regulatory framework and lack of enforcement of the existing framework, limited access to finance, absence of efficient and permanent Government of Iraq (GoI) - private sector dialogue and consultation platform, non-transparent public procurement system, an inefficient infrastructure and, in general, an inappropriate business environment. The impact of this situation has been lack of economic diversification, insignificant contribution of the private sector to the GDP, to employment market and to the overall sustainable socio-economic growth.

UNDP, in close consultation with a broad spectrum of national and international stakeholders, supported the GoI to establish the *Private Sector Development Strategy* (PSDS) (2014 - 2030) which aims to revitalize and develop the Iraqi private sector by establishing an efficient, predictable and transparent enabling environment for businesses that will eventually contribute to economic diversification, sustainable growth and job creation, especially for youth and women. The PSDS also prioritizes the small and medium enterprises (SMEs) support. During the formulation process, the key national counterparts were Prime Minister's Advisory Commission (PMAC), Ministry of Planning, Ministry of Industry and Mineral, Ministry of Trade, the Secretariat General of the Council of Ministers as well as private sector institutions and associations.

The PSDS was endorsed by the Council of Ministers in June 2014 and was successfully launched at the auspice of the Prime Minister in February 2015. The PSDS envisages establishing the Private Sector Development Council (PSDC) to oversee the management and implementation of the PSDS. The PSDC shall be a platform for dialogue, engagement, interaction and coordination between the GoI and the private sector, making decisions and issuing recommendations on the activities under the PSDS. However, considering that the PSDS needs to be rolled out as soon as possible in order to maintain the momentum and that establishment of the PSDC needs some time, an interim set – up, the PSDS

Taskforce (TF - PSDS), has been established to undertake the roll-over of the PSDS process and the implementation of the priority activities identified in the Interim Action Plan Until the PSDC is established.

Under the TF - PSDS, 6 working groups were/will be established to implement the priority activities of the Interim Action Plan. UNDP Iraq supports the TF - PSDS in implementing the Interim Action Plan during the Transitional Period and shall assume the role of an independent External Monitor and Evaluator.

The Consultancy Services provider will provide strategic advice and technical support on the policy level to ensure stronger and more coordinated response to the inclusive growth and private sector development in Iraq. Specifically the Consultancy Service provider is responsible for providing strategic advices on the implementation PSDS as well as for providing advice and technical support to the GoI and private sector key stakeholders

Also, UNDP Iraq provides its fiduciary monitoring services to the GoI to implement the Japanese ODA Loan projects, where Japan International Cooperation Agency (JICA) is the loan administrator. During course of implementation of the loan projects, some bottlenecks for smooth implementation were identified, such as tax exemption and company registration procedures. The Consultancy Services provider will review and analyze the procedures of these identified bottlenecks and provide clarifications and recommendations to streamline and expedite these procedures in line with GoI rules and regulations. In addition, the Consultancy Services provider is requested to provide strategic insights on the periodic monitoring reports as well as project site monitoring reports on a monthly basis.

## **2. Scope of Services, Expected Outputs and Target Completion**

Under overall supervision of the UNDP Project Manager, the Consultancy Services provider will be responsible for providing;

- 1) Advice and technical support in the implementation of the PSDS based on the activities planned under interim Action Plan and the needs and requirements of the TF - PSDS and working groups to ensure adequate, smooth and timely implementation;
- 2) Analyses and insights on the progress in implementation of Japanese ODA Loan projects on a monthly basis by reviewing monthly progress reports and project site monitoring reports, drawing conclusions and providing recommendations;
- 3) Review and evaluate Iraq's business environment and GoI's business process in relation to private sector development and the Japanese ODA Loan, identify specifically taxation/tax exemption and company registration, identify bottlenecks through monitoring services and recommend actions and interventions to the GoI, UNDP, JICA and other international development partners on how to overcome them

**The expected outputs and deliverables are;**

- 1) Monthly analytical reports on the progress in implementation of Japanese ODA loan projects and strategic advice for implementing PSDS (end of every month until the end of February 2016)

- 2) Identification, procedures mapping, and recommended actions to overcome bottlenecks encountering the Japanese ODA Loan projects (end of 2015)
- 3) Presentation of the outcomes of output 2 in the Seminar to be organized by the Loan Management Unit on request by JICA (January or February 2016).

The content of deliverables will be agreed with UNDP Project Manager upon signing of the contract.

### **3. Institutional Arrangement**

The Consultancy Service provider will be directly reporting to the LMU, UNDP for its services, for review of its outputs and for seeking approval for its work. The Consultancy Service provider should liaise with key stakeholders of GoI, private sector and international development partners, such as UNIDO and/or the World Bank, in Iraq described in the project background in accordance with the guidance of the LMU as well as its team members (international and national staff). When requested by the LMU, the Consultancy Service provider shall directly communicate with these key stakeholders for consultation, deliberation and to obtain updated information.

The Consultancy Service provider submits its reports in line with the expected outputs schedule and, if necessary, presents its report, observations and recommendations to the GoI or the donor, JICA, directly.

### **4. Deployment of consultants**

The Consultancy Service provider is expected to provide suitable qualified consultants as required hereunder. The Consultancy Service provider shall be fully responsible for the mobilization and deployment of their consultants for the Consultancy Service.

### **5. Duration of Contract and Expected Travel Plan**

The Consultancy Service provider is expected to be engaged for a total of 6 months, from September 2015 to the February 2016.

The Consultancy Service provider is expected to provide 2 professional consultants fully engaged to the required assignments, hereunder specified for above mentioned duration.

#### **The expected travel plan:**

<b>Consultant</b>	<b>Bagdad, Iraq</b>	<b>Amman, Jordan</b>	<b>Tokyo, Japan</b>
Business Strategy Consultant	2 round trips 14 days total	1 round trip 7 days	1 round trip 7 days
Business Process and Private Sector Development Consultant	1 round trip 7 days total	1 round trip 7 days total	1 round trip 7 days total

## 6. Location of the Assignment

This assignment is home based, where the Consultancy Service is expected to be rendered, with missions to Iraq, the Middle East Region and Japan as required.

## 7. Qualifications of the Successful Service Provider at Various Levels

The Consultancy Service provider should have the specialization of the strategic consulting services in the Private Sector Development, business process analysis and development and designing and implementing corporate strategy. It should have been registered as a consulting firm, at least 5 years consulting services in these fields on international level, and provide relevant consultants in the field of Private Sector Development and work experience in developing countries.

The Consultancy Service provider should provide the following two experts:

Complexity and level of specialization/expertise	Candidate's qualifications and experience
<b>Business Strategy Consultant</b> with international experience: Work involves consultancy providing advices and management of the specific projects which require international experience and skills, and ability to work towards specific objectives and outputs, under agreed framework.	Master's Degree or equivalent in the relevant field and at least 10 years' of relevant experience comprising a minimum of 5 years in international settings. Knowledge and experience in Business Strategy Formulation- 10 points, Private Sector Investment, Laws and Regulations for Business, Efficient Organizational Structure and Management and Structure. Research Experience in Business Strategy Development. Practical Experience in the area of specialization. Knowledge of the region (Iraq, Middle East and post conflict areas). Fluency in English.
<b>Business Process and Private Sector Development Consultant</b> with international experience: Work requires special knowledge and occupation in particular area, which has prolonged and intense international experience through practice and education in a particular field to lead research and analytical with ability to work towards specific objectives and outputs, under agreed framework.	Relevant Academic Background and more than 10 years' of relevant experience comprising a minimum of 5 years of international experience. Knowledge and experience in Policy Level Intervention on Private Sector Development. Official Development Assistance. Iraqi Business Laws and Regulations. Monitoring and Evaluation. Research Experience in Private Sector Development. Practical Experience in the area of specialization. Knowledge of the region (Iraq, Middle East and post conflict areas). Fluency in English and Arabic.

## 8. Key Performance Indicators during implementation of Services

- Fulfilment of functions and realization of key deliverables as per the Terms of Reference (ToRs) and as per assessment by UNDP.
- Close communication, collaboration and coordination with LMU: prompt action taken.
- Establishing and close coordination with the stakeholders.

## 9. Schedule of Payments

UNDP shall pay the Consultancy Service provider upon provision of satisfactory deliverables certified by UNDP Project Manager in accordance with agreed terms and conditions of the contract.

Travel Cost will be paid as Lump Sum upon completion of travel and against the invoice submitted by the Consultancy Service Provider.

#### **10. Methodology, Approach and Implementation Plan**

As part of the technical submission the Consultancy Service provider should provide how the assignment will be implemented and the targeted results. Refer to Section 6: Technical Proposal Form- Section 2 - Approach and Implementation Plan.

Please provide detailed description of the methodology on how the firm will achieve the assignment, keeping in mind: The appropriateness to local conditions and environment. The internal technical quality assurance review mechanism to be used for the deliverable. Implementation timelines indicating the sequence of deliverables/activities that will be undertaken. Potential risks of implementation of the assignment that may impact delivery and timely completion of expected deliverables as well as their quality, and describe measures that will be put in place to mitigate these risks. Providing brief description of the proposed mechanism for reporting to the UNDP and partners, as required by the ToR. Describing the approach to any partnerships with national, regional, international or other organizations that are planned for the assignment.

#### **11. Criteria for Selecting the Best Offer**

Combined Scoring method will be used to evaluate the technical and financial offers – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;

See Section 2, Annex I Technical Scoring Sheets, where evaluation criterias stated.

## Section 4: Proposal Submission Form<sup>2</sup>

---

[insert: Location]

[insert: Date]

To: UNDP-Iraq; Procurement Unit  
Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for **Entering into a Professional Contract for Provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq** 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 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:

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

---

### Proposer Information Form<sup>3</sup>

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

RFP No.: **RFP 052/15**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Contract for the past three (3) 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. Proposer's Authorized Representative Information		
Name: <i>[insert Authorized Representative's name]</i>		
Address: <i>[insert Authorized Representative's name]</i>		
Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i>		
Email Address: <i>[insert Authorized Representative's name]</i>		

---

<sup>3</sup> 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.

13. Are you in the UNPD List 1267.1989 or UN Ineligibility List? ☐ YES or ☐ NO

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.

15. Bank Details:

<b>Account name:</b>	
<b>Bank account number:</b>	
<b>Bank code:</b>	
<b>SWIFT Code:</b>	
<b>Bank name:</b>	
<b>Bank address:</b>	
<b>Name(s) of signatory(ies):</b>	
<b>Position(s) of signatory(ies):</b>	

Corresponding bank (where applicable)

<b>Account name:</b>	
<b>Bank account no:</b>	
<b>Bank code:</b>	
<b>SWIFT code:</b>	
<b>Bank name:</b>	
<b>Bank address:</b>	
<b>Routing information:</b>	

# Partners or Joint Ventures of the Company Participating in the Project (if Registered)<sup>4</sup>

**If you are partnered with more than one entity please use this form once for each partner**

TO BE PRINTED OUT ON COMPANY LETTER HEAD

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

**RFP No.: RFP 056/13**

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
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.		
13. JV's Party Authorized Representative Information  Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>4</sup> 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.

# Declaration of NO Conflict of Interest Form

*To be provided with the offer and to be signed by the Principal of a Firm*

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

**To: UNDP, Iraq**

Dear Sirs:

**Subject: RFP-052/15 *Entering into a Professional Contract for Provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq.***

## Declaration for NO Conflict of Interest

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP Iraq to the Proponents in the normal course of inviting for the Request for Proposal (RFP) where the confidential information would be relevant to the Services required or the RFP evaluation process.

Name:

Signature:

Position:

Date:

Company  
Stamp

# Declaration of Litigation and Arbitration History Form

*To be provided with the offer and to be signed by the Principal of a Firm*

## TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

**To: The Chief, Procurement, UNDP, Iraq**

Dear Sirs:

**Subject: RFP-052/15: *Entering into a Professional Contract for provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq***

### Declaration of Litigation and Arbitration History

I/We hereby certify that *[insert name of company (ies)]* have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company  
Stamp

*Note: If above is incorrect please provide full details of Litigation or Arbitration*

## Declaration by the Applicant Form

**TO BE PRINTED OUT ON COMPANY LETTER HEAD**

Location:

Date:.....

**To: The Chief, Procurement, UNDP, Iraq**

Dear Sirs:

**Subject: RFP-052/15 *Entering into a Professional Contract for Provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq.***

**Declaration by the Applicant**

I, the undersigned, being the person responsible in the applicant organization for this RFP, certify that the information given in this Request for Proposal is correct.

**Name:**

**Signature:**

**Position:**

**Date:**

Company  
Stamp

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

#### *Provision of Consultancy Services to Support UNDP's Private Sector Development Initiatives in Iraq.*

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

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates and specialization /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 General Organizational Capability:**

- **Financial Capacity:** Provide the latest Financial Statement (Income Statement and Balance Sheet), and/or authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.
- **Provide the age and the size** of the organization
- Provide organizational capacity in the project management support/control of consulting services
- Provide International experience of the organization and which field

**1.3. Quality assurance procedures applied in organization for deliverables**

**1.4. Track Record and Experiences:** Provide the following information regarding corporate experience within the last three (3) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken (specify region and area)	Status or Date Completed


SECTION 2 - APPROACH AND IMPLEMENTATION PLAN
<p><b>2.1. Approach to the Service/Work Required:</b> Please provide detailed description of the methodology on how the firm will achieve the assignment, keeping in mind: The appropriateness to local conditions and environment. The internal technical quality assurance review mechanism to be used for the deliverable. Implementation timelines indicating the sequence of deliverables/activities that will be undertaken. Explain the approach to any partnerships with national, regional, international or other organizations that are planned for the assignment. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.</p> <p><b>2.2. Technical Quality Assurance Review Mechanisms:</b> The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.</p> <p><b>2.3 Implementation Timelines:</b> The Proposer shall submit an implementation Plan indicating detailed sequence of activities that will be undertaken, adequately weighted and their corresponding timing. Please provide a brief description of the mechanisms proposed for this assignment for reporting to the UNDP and partners, including a reporting schedule.</p> <p><b>2.4. Risks / Mitigation Measures:</b> Please describe the potential risks of implementation of the assignment that may impact delivery and timely completion of expected deliverables as well as their quality, and describe measures that will be put in place to mitigate these risks.</p> <p><b>2.5 Other:</b> Any other comments or information regarding the approach and methodology that will be adopted.</p>

### **SECTION 3: PERSONNEL**

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel: **Business Strategy Consultant and Business Process and Private Sector Development Consultant** that will be involved in the implementation of this Consultancy Services. CVs should demonstrate qualifications in areas relevant to the Scope of Services as per TOR. Please refer the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
<p>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.</p> <p>_____</p> <p>_____</p>		
Signature of the Nominated Team Leader/Member		Date Signed

## Section 7: Financial Proposal Form<sup>5</sup>

---

### ANNEX II-Price Schedule

**The Financial Proposal must be provided in a separate electronic file to the e-mail address indicated in DS. No. 23.**

The format shown on the following pages is suggested for use in preparing the Financial Proposal. No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. The content of deliverables will be agreed with UNDP Project Manager upon signing of the contract.

#### A. Cost Breakdown per Deliverables<sup>6</sup>

<sup>7</sup> Deliverables	<sup>8</sup> Targeted Dates/Months	<sup>9</sup> Percentage of Total Price	Price (Lump Sum, All Inclusive)
<b>Deliverable-1.</b> Monthly analytical reports on the progress in implementation of Japanese ODA loan projects and strategic advice for implementing PSDS			
<b>Deliverable 2.</b> Procedures mapping, and recommended actions to overcome identified			

---

<sup>5</sup> No deletion or modification may be made in these forms. Any such deletion or modification may lead to the rejection of the Proposal.

<sup>6</sup> Deliverables contains only professional and its related management fees as administrative costs support Basis for payment tranches

<sup>7</sup> Basis for payment tranches

<sup>8</sup> Targeted Dates should be offered by the proposer

<sup>9</sup> Total percentage of each deliverable should be weighted minimum 20% of Total Amount of Fee for Deliverables

bottlenecks encountering the Japanese ODA Loan projects			
<b>Deliverable 3.</b> Presentation of the outcomes of output 3 in the Seminar to be organized by the Loan Management Unit on request by JICA			
<b>Total Fee for Deliverables</b>		100%	

**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.

Description of Activity	Remuneration per month in USD	Total Period of Engagement	Total in USD
<b>I. Fee for Deliverables</b>			
<b>1. Personal Cost<sup>10</sup></b>			
<b>1-a. Business Strategy Consultant</b>		6	
<b>1-b. Business Process and Private Sector Development Consultant</b>		6	
<b>Sub Total:</b>			
<b>2. Management cost (including administration support)</b>			
<b>Total</b>		100%	

Description of Activity	Unit Cost in	QTY	Total in USD
-------------------------	--------------	-----	--------------

<sup>10</sup> Personal costs should include all the costs for communication, insurances, transportation, equipment, stationeries, production or all kind of expenses required for implementing this Consultancy Services, excluding Travel costs as mentioned below. UNDP will not pay other than quoted prices hereunder.

	USD		
<b>II. Travel Costs of Business Strategy Consultant<sup>11</sup></b>			
<b>1. Bagdad, Iraq</b>			
1-a. Round Trip Airfaire		2	
1-b. Daily Allowance		14	
1-c. Others <sup>12</sup>		2	
<b>2.Amman, Jordan</b>			
2-a. Round Trip Airfare		1	
2-b. Daily Allowance		7	
1-c. Others		1	
<b>3. Tokyo, Japan</b>			
3-a. Round Trip Airfare		1	
3-b. Daily Allowance		7	
3-c. Others		1	
<b>II. Travel Costs of Business Process and Private Sector Development Consultant</b>			
<b>1. Bagdad, Iraq</b>			
1-a. Round Trip Airfare		1	
1-b. Daily Allowance		7	
1-c. Others		1	
<b>2.Amman, Jordan</b>			
2-a. Round Trip Airfare		1	
2-b. Daily Allowance		7	
1-c. Others		1	
<b>3. Tokyo, Japan</b>			
3-a. Round Trip Airfare		1	
3-b. Daily Allowance		7	
3-c. Others		1	
<b>Sub Total:</b>			
1-c. Management cost (including administration support for travels)	%		
<b>Total of Travel Cost</b>			

---

<sup>11</sup> Travel Cost will be paid as Lump Sum upon completion of travel and against the invoice submitted by the Contractor

<sup>12</sup> Others include the costs of vise, terminals, travel insurance, communications, land transportation and all kind of expenses required for the travel.

## Section 8: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

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

### 1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this Letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's Proposal [ref....., dated .....]
  - d) The UNDP Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

### 2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

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

....  
....

- 2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

Progress report	../..../....
.....	../..../....
Final report	../..../....

- 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:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	../..../....
.....	.....	../..../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

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

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ **[INSERT DATE]** and shall complete the Services within \_\_\_\_\_ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

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

9. Notifications

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

**For the UNDP:**

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

**For the Contractor:**

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

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

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

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

Agreed and Accepted:

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## **UNDP**

### **GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0      LEGAL STATUS:**

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

#### **2.0      SOURCE OF INSTRUCTIONS:**

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

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

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

#### **4.0      ASSIGNMENT:**

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

#### **5.0      SUB-CONTRACTING:**

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

conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

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

#### **7.0 INDEMNIFICATION:**

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

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination",

except that the period of notice shall be seven (7) days instead of thirty (30) days.

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

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

## **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

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

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in

the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

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

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

#### **20.0 MINES:**

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

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

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

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

## **22.0 SEXUAL EXPLOITATION:**

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

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

## **23.0 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 any time, 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.

# **Section 9: Special Conditions**

---

1. UN Security standards do not apply to Consultants, thus Consultants are not obliged to follow UN declared movement restrictions or other confinements called for security purposes for the locality where the services are provided, unless deemed necessary by the Consultant and/or the Service Provider. If UN movement restrictions or other confinements are observed, no payments shall be processed by UNDP.
2. In the event when a Consultant and/or Service Provider is prevented from working due to circumstances beyond his/her control, payments as applicable shall be discretion of the respective UNDP Manager with appropriate authority.
3. Contracted personnel may not represent the UN or UNDP in any way.
4. Contracted personnel are not subject to the United Nations Management System and therefore UNDP has no obligation to provide security support to the contracted personnel and assumes no responsibility whatsoever for the safety and security of said contracted personnel. The Contractor must assume full responsibility for the security of the contracted personnel and must provide UNDP with adequate proof in the form of a Security Plan, or similar, that adequate precautions and procedures have been considered and implemented to ensure the safety and security of the contracted personnel. However, when in UN facilities, the contracted personnel will be obliged to comply fully with all UN security policies and procedures.
5. UNDP will not provide, nor arrange for, accommodation, security, life-support and logistical support to the contracted personnel. The contractor will be responsible to ensure that their

personnel are provided with secure accommodation and transportation, medical support, security support and life-support in accordance with local, current, and potential future, security conditions in Afghanistan, as assessed and advised by a professional security advisor and/or in accordance with the policies of the insurance underwriters. It is recommended that transportation be provided similar or equivalent to UN security standards which requires that staff be transported in B6 level armored vehicles and accommodation according to UN MOSS levels. On an exceptional basis, should transportation be necessary in a UN or UNDP vehicles and or aircraft, the contracted personnel will be required to comply fully with UN and UNDP security and transportation policies and procedures.

6. The contractor will be responsible to provide the contracted personnel with all security emergency equipment they may require such as ballistic helmets (equivalent to NIJ Level III) and ballistic vests (equivalent to NIJ Level IV), communications equipment such as satellite phones, mobile phones, etc.
7. The contractor will be responsible for all air travel, both to and from Iraq and also within the country. UNDP will only provide assistance in securing seats on UN, or other, flights where civil aviation services are not available, and if so, the contracted personnel will be required to comply fully with all UN security and transportation policies and procedures.
9. The contractor will be required to provide the contracted personnel with adequate life and medical insurance in accordance with local, current, and potential future, security conditions in Iraq, including sufficient cover for emergency medical air evacuation, from their duty-location inside Iraq, as assessed by a professional security and/or medical advisor, to a suitable location outside of Iraq, including the cost of ongoing medical treatment. UNDP is not responsible to provide medical services or emergency medical evacuation, by air or by road, to the contracted personnel.

## SECTION 10: CHECKLIST FOR OFFERORS

The hereunder checklist will assist Proposers to verify all the required documents that need to be submitted together with the Technical Proposal.

<b>Description of Documents</b>	<b>Provided OR Not Applicable</b>
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation (if applicable)	
Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the services being procured	
Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	
Statement of Satisfactory performance from the three Clients in terms of provision of similar services during the last 3 years	
Latest Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years (if available)	
All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable	
Proposal Submission Form– Section 4	
Proposer Information Form – Section 5	
Signed and stamped the Joint Venture form- Section 5	
Signed and stamped Declaration of no Conflict of Interest form- Section 5	
Signed and stamped Declaration of Litigation and Arbitration History Form- Section 5	
Signed and stamped Declaration by the Applicant Form- Section 5	
Signed and stamped list of previously implemented similar projects	
Signed and stamped Proposal Submission form-Section 5	
Technical Proposal Form filled and stamped as per Section 6. Signed and stamped CVs for the consultancies required.	
Financial Proposal Form Section 7 (ANNEX II-Price Schedule).	