

REQUEST FOR PROPOSAL

**LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF CONSULTANCY AND SUPPORT
PERSONNEL SERVICES TO FACILITATE THE IMPLEMENTATION OF UNDP SYRIA PROJECTS**



United Nations Development Programme

February, 2017

Section 1. Letter of Invitation

Damascus, Syria
February 5, 2017

LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES TO FACILITATE THE IMPLEMENTATION OF UNDP SYRIA PROJECTS

Reference: RFP-SYR-RFP-018-17

Dear Sir/Madam,

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

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Long Term Agreement Form, including General Terms and Conditions.
- Section 9 – Call – Off Contract for Professional Services Form
- Section 10 – Checklist for Submittals.

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

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

United Nations Development Programme
Mezzeh, West Villas, Ghazzawi Street, No.8
Attention: Procurement Unit, Mr. Walid Okla

Or by e-mail to the following e-mail address: walid.okla@undp.org

Also, UNDP would appreciate your indicating the reason for not intending to participate if so, this will be only for its 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,
Mirvat Hammoud, Head of Procurement Team



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/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and 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);**
(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

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 in Section 8.

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.33), may include, but need not be limited to, all or any combination of the following :

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

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought,

offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

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

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/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: (Not Applicable in this RFP).

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

38. Bank Guarantee for Advanced Payment: (Not Applicable in this RFP)

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.

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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Development projects implemented by UNDP in Syria
2		Title of Services/Work:	Long Term Agreement (LTA) for The Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Syria Projects
3		Country / Region of Work Location:	Syrian Arab Republic
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:	<p>Time: 11:00 AM (Syria time GMT+2) Date: 15 February 2017 Venue: UNDP office, Mezzeh, West Villas, Ghazzawi Street, No.8</p> <p>The UNDP focal point for the arrangement is: Mr. Walid Okla Telephone: 00963 6129811 ext: 224 Facsimile: 00963 11 611 4541 E-mail: walid.okla@undp.org</p> <p>The proposers, who cannot attend the event, but wish to participate in pre-proposal conference, should notify UNDP in advance. Skype conference could be maintained.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
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\$) <input checked="" type="checkbox"/> Syrian Pound (SYP) The date of deadline will be used as reference date for determining UN Operational Exchange rate.
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the deadline submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Wlaid Okla Address: UNDP Office, Mezzeh, Ghazzawi Street, No.8. Fax No.: 00963 11 611 45 41 E-mail address dedicated for this purpose: wlaid.okla@undp.org

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
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 following websites: http://procurement-notice.undp.org/index.cfm and https://www.ungm.org/ and www.devbusiness.com
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Copies of the Proposals: (a) The Proposer shall prepare the Proposal in two parts: the Technical Proposal and the Financial Proposal. Below are number of copies to be submitted: (i) One hard copy marked "Original Technical Proposal" (ii) One copy of a CD read-only media of the "Technical Proposal" to be placed in inner envelope of "Original Technical Proposal" (iii) One hard copy marked "Original Financial Proposal" (iv) One copy of a CD read-only media of the "Financial Proposal" to be placed in inner envelope of "Original Financial Proposal"
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>UNDP Office, Mezzeh, Ghazzawi Street, No.8, Damascus, Syria</u>
21	C.21 D.24	Deadline of Submission	<i>Date and Time: 26 February 2017, 14:00 PM.</i>
22	D.23.2	Allowable Manner of Submitting Proposals:	✓ Courier/Hand Delivery ✓ Electronic submission of Bid

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
23	D.23.2 D.26	Conditions and Procedures for electronic submission:	<ul style="list-style-type: none"> ✓ Official Address for e-submission: Syria.bids@undp.org ✓ Free from virus and corrupted files ✓ Format : PDF files only ✓ Password must not be provided to UNDP ✓ Max. File Size per transmission: 5 MB ✓ No. of copies to be transmitted : 1 ✓ Mandatory subject of email : see below instruction for details ✓ Virus Scanning Software to be Used prior to transmission: YES ✓ Time Zone to be Recognized: +2 GMT ✓ Other conditions: See below the instructions for electronic submissions

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>INSTRUCTION FOR ELECTRONIC SUBMISSION</p> <p>The Proposer may choose to submit their proposals by e-mail to syriaprourement.notices@undp.org. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s). Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state: <i>“Technical proposal for the RFP-SYR-RFP-018-17- Provision of Consultancy and support personnel services - DO NOT OPEN”</i>; and separate email <i>“Financial proposal for the RFP-SYR-RFP-018-17 –Provision of Consultancy and support personnel services - DO NOT OPEN”</i></p> <p>To secure your financial offer please SET-UP A PASSWORD for the Financial Proposal which will be requested as follows:</p> <ul style="list-style-type: none"> • The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals. <p>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>PLEASE NOTE. The passwords should be provided within one business day from the requested date. Failure to provide the password within specified period will serve as a ground for disqualification of the proposal.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed five megabytes (5 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline.</p> <p>Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission. When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>PLEASE NOTE: Any proposal sent to the private email addresses of any procurement staff or UNDP staff will not be accepted.</p>
24	D.23.1	Date, time and venue for Public opening of Proposals.	NOT APPLICABLE
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> <p>Only financial Proposals of those Proposers who achieve the minimum technical score of (70% out of 1000 obtainable scores) will be opened for evaluation, 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.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<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 <input checked="" type="checkbox"/> 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
		Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Certificate of Registration of the business in Syria, or at country of registration plus registration document for representation office in Syria, including Articles of Incorporation, or equivalent document if Bidder is not a corporation; <input checked="" type="checkbox"/> Official Letter of Appointment as local representative (which should be registered in Syria), if Bidder is submitting a Bid on behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>Three</i> Clients during the last 3 years. <input checked="" type="checkbox"/> CVs of Senior Manager and Services Coordinator and other key personnel to be engaged in contract implementation <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years, or Certified Bank Statement proving that the Offeror has the financial capacity of at 25% of the Contract estimated value per year; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) 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.
27		Other documents that may be Submitted to Establish Eligibility	All forms provided under <u>Section 5</u> must be filled, signed and stamped.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
28	C.15	Structure of the Technical Proposal (only if different from the provision of Section 12)	The required structure provided under Section 6 - Technical Proposal Form.
29	C.15.2	Latest Expected date for commencement of the Long Term Agreement	<i>1st of April 2017</i>
30	C.15.2	Expected duration of the Long Term Agreement	The Long Terms Agreement will be awarded for an initial period of 12 months (with 6 months' probation period) and will be renewed on yearly basis subject to satisfactorily performance for a maximum duration of up to three years.
31		Award and Use of the Long Term Agreements :	<p>UNDP shall establish an LTA as follows:</p> <p>LTA will be entered with one company whose Proposal is fully responsive and achieves the highest combined (Technical + Financial) score.</p> <p>Selected Proposer will be offered LTA with UNDP for initially one year with possible extensions up to a maximum period of three years subject to satisfactory performance.</p> <p>Service Providers must maintain percentages quoted in this RFP. These percentages may be negotiated every twelve (12) months, based on relevant developments beyond the control of both parties.</p>

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
32	E.29.2 F.34	Criteria for the Award of the Long Term Agreements and Evaluation of Proposals	<p>Proposals will be evaluated on the following basis:</p> <p>1- Compliance with Terms and Conditions of the RFP including required submissions:</p> <ul style="list-style-type: none"> • Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation. • A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
			<p>2- 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:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> $\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$ </div> <p>3- Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Rating the Financial Proposal (FP):</u></p> $\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$ </div> <p>4- The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Total Combined Score =</p> $(\text{TP Rating}) \times (\text{Weight of TP (70\%)}) + (\text{FP Rating}) \times (\text{Weight of FP (30\%)})$ </div> <p>UNDP seeks the highest achieved combined score and fully responsive Proposal.</p>
33		Detailed Technical Evaluation:	Technical Proposals will be evaluated against the given technical scoring sheet as provided in this document. <i>Please see Annex 1 - Technical Scoring Sheet.</i>
34		Detailed Financial Evaluation:	Financial Proposals will be evaluated based on the service fees quoted. The lowest quoted service fee (%) will obtain the highest points.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
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 RFP 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"/> Timely delivery of required services. <input checked="" type="checkbox"/> Satisfactory performance evaluation based on KPI
37		Other Information Related to the RFP:	NOT APPLICABLE

ANNEX 1 - TECHNICAL SCORING SHEETS:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Details of Organization	30%	300
2.	Structures and Systems	30%	300
3.	Relevant Past Experience and Capacity	40%	400
Total			1000

Technical Proposal Evaluation Form 1						
INFORMATION REQUESTED	Points obtainable	Company / Other entity				
		A	B	C	D	E
1. Details of Organization:	Sub-Total: 300					
Date of creation and length in existence, size of firm, number of key staff permanently employed	100					
Independent assessments; Past performance in achieving results; Reputation of Organization and Staff	110					
Financial situation and Bank Statement proving that the Offeror has the financial capacity (at least 25% of the Contract value for the first year)	90					

Technical Proposal Evaluation Form 2						
INFORMATION REQUESTED	Points obtainable	Company / Other entity				
		A	B	C	D	E
2. Structures and systems	Sub-Total: 300					
Management structure	45					
Quality assurance systems, Information and monitoring systems and Evaluation and reporting systems;	45					
Human Resource Management System; Does the organization have the ability to recruit and manage the best-qualified Consultancy and support personnel on a transparent and competitive basis?	60					

Established recruitment processes (particular attention must be paid to description of the existing database and its use) and resources management process and tools (a template Employment Contract must be submitted in order to analyze its compliance with the TORs;	90					
Previous procurement/logistics experience of the company. Company's procurement system and rules employed.	50					
What are the organization's policies on gender equity?	10					

Technical Proposal Evaluation Form 3						
INFORMATION REQUESTED	Points obtainable	Company / Other entity				
		A	B	C	D	E
3. Competencies	Sub-Total: 400					
List of Consultancies and support personnel services provided in the past year with specialization level, duration, location, client and project name/ Counterpart.	150					
Individual expertise of key staff permanently employed; Profile of staff, including education and professional experience background; it is expected that the key staff will include: <ul style="list-style-type: none"> • A Senior Manager • A Services Coordinator • Recruitment and HR Officer. • A Finance Officer. • A Procurement officer 	150					
Suitability of the proposed candidates for undertaking various positions as listed under Section 6 –TECHNICAL PROPOSAL FORM –Item 3. Competencies – sub Item 3.3	100					

Section 3: Terms of Reference (TORs)

Terms of Reference (TORs)

Entering into a Long Term Agreement for the Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Projects in Syria

1) BACKGROUND AND JUSTIFICATION:

The crisis in Syria is in its third year, resulting in massive population displacement and growing humanitarian and livelihoods needs. Within the Strategic framework signed between the UN in Syria and the Government of the Syrian Arab Republic, and in line with the Country Programme Document 2016/2017, UNDP's response falls under two main outcomes:

- 1-** Households and communities benefit from sustainable livelihood opportunities, including economic recovery and social inclusion
- 2-** Basic and social services and infrastructure restored, improved and sustained to enhance community resilience

To achieve the above mentioned results, national consultants and support personnel will have to be recruited to support the implementation of UNDP projects in the field.

Accordingly, UNDP Syria intends to establish a Long Term Agreement (LTA) for the provision of **Consultancy and Support Personnel and Logistics Services** with one or more qualified services providers, which will be signed initially for one year, with six-month probation period. The LTA may then be extended for an additional two years, subject to satisfactory performance.

Services are required inside Syria and shall include deployment of contracted individuals in all governorates based on needs identified by UNDP as well as providing logistical support in the form of securing adequate work spaces and equipment for contracted personnel. The expected UNDP expenditure (volume for services sought) is estimated 1 million USD for one year, totaling to USD 3 million for three years' period. However, UNDP does not guarantee that the mentioned volume will be channeled through a service provider(s), during the term of the Long Term Agreement.

2) GENERAL OBJECTIVE

UNDP is looking for a suitably qualified and experienced company(s) (hereinafter referred to as “Contractor”), which can recruit and deploy qualified and experienced national consultants and support personnel to assist in delivering activities in the various governorates of Syria (hereinafter referred to as “Services”)

3) OBJECTIVE:

UNDP intends to identify qualified local and international Companies to provide support personnel and consultants to support the implementation of field activities across the country. Based on the results of the competitive process, UNDP will sign one or two Long Term Agreement(s) (hereinafter referred as “Agreement”) for the provision of the above mentioned services. Proposal(s) which obtain the highest combined (Technical + Financial) score will be considered. The first in the rank shall be considered (Primary Service Provider) and the second in rank shall be considered (Secondary Service Provider).

4) CONTRACTOR’S RESPONSIBILITIES:

The Contractor shall be responsible for the complete set or parts of actions necessary for provision of the requested Consultancy and Support personnel services: (1) deployment including mobilization and travel arrangements, where applicable, and provision of minimum security requirements, and logistical support (office premises, workstations...etc.); (2) full-time HR administration including contracts, basic entitlements (insurance package, national social security system, leave, travel and transportation costs, etc.) and payroll services; (3) performance monitoring of all contracted Consultants / Support personnel in close consultation with the most senior personnel nominated in the governorate and/or UNDP appointed staff namely for substantive/ technical performance and follow up on any issues or concerns that arise during assignments.

UNDP expects that the Contractor’s services shall include, but not limited to, the following:

1. RECRUITMENT SERVICES:

- An efficient, merit based service, including sourcing and short-listing of suitable candidates as per TOR provided by UNDP.
- Provision of initial briefing / induction on the duty station, as applicable.

2. TRAVEL AND TRANSPORTATION

- The contractor will provide travel arrangement services to all consultants. Expenses will be reimbursed in line with UNDP Travel rules and regulation not to exceed the most direct economic route. If contracted individuals wish to travel on Business Class, they shall bear the air ticket payment difference.
 - Please note: Whenever necessary and possible, UNDP will provide assistance to the Contractor with regards to travel arrangements. If such services provided by UNDP, the service provider should not claim service fee.

- In-country transportation shall be managed by the Contractor and costs reimbursed by UNDP on use basis as authorized by the most senior field personnel.

3. OFFICE PREMISES:

The contractor will provide suitable office space furnished with proper office equipment and furniture for the contracted individuals, at reasonable cost in the relevant city and as agreed upon with UNDP. Cost will be reimbursed by UNDP, as applicable.

4. INSURANCE

- Provide social security insurance to nationally recruited personnel as per the Syrian Labour Law relevant provisions. In case, the individual is already registered in the Syrian National Social Security system, the corresponding entitlement will be monetized and s/he will be responsible for continuing payments to the relevant authorities (ex. engineers, etc.).
- Arrange adequate insurance for national personnel covering:
 - Injury, death and disability insurance resulting from Malicious Acts.
 - Health insurance.
 - Life insurance.

5. SECURITY

- For each governorate, the Company will review the local security conditions and adapt its security measures accordingly.
- The company is fully liable for the safety of the contracted individual(s).
- The contractor shall keep UNDP informed about any security situation changes on the areas of assignment/operations.
- The Contractor, its consultants, support personnel, agents, employees, subcontractors or independent contractors shall not be subject to UN security rules in Syria or any other Country the selected candidate is required to travel to and UNDP under no circumstances shall be held responsible for their security. The Contractor shall be responsible for undertaking the measures and arrangements considered as appropriate and necessary for the security and safety of all deployments under the prospective Agreement and Call-Off Contract(s).

6. OTHER SERVICES

- HR Administration services including contracts, basic entitlements and payroll services.
- Annual/sick and maternity leave for support personnel as per Syrian Labour Law
- Performance monitoring of all contracted Consultants / Support personnel in close consultation with the most senior personnel nominated in the governorate and/or UNDP appointed staff namely for substantive/ technical performance and follow up on any issues or concerns that arise during assignments.

For special assignments¹, the Contractor shall be responsible for obtaining necessary permits and customs clearance of any equipment and personal belongings. UNDP will not be held liable or assist in obtaining permits or clearance.

5) UNDP'S RESPONSIBILITIES:

UNDP will provide the profiles needed and corresponding terms of reference (TOR) for the consultant and/ or support personnel needed.

UNDP will cover the below specified costs incurred by contractors, based on submission of invoices for provided services. The costs of the following services will be covered by UNDP:

- ✓ Fees of national consultants and support personnel;
- ✓ Health and Life insurance;
- ✓ Social security for national personnel;
- ✓ Abroad and In-country travel related expenses (subject to prior approval by UNDP). Travel costs which include ticket will be also paid in accordance with UNDP travel guidelines, where the applicable costs will be most economic, direct route. Business class tickets will not be considered, if the contracted individuals wish to buy a business class ticket, the difference of ticket amounts will be covered by the contracted individuals.
- ✓ In-country travel (ground) and transportation costs; this shall be managed by the Contractor and costs reimbursed by UNDP on use basis as authorized by the most senior field personnel;
- ✓ Office equipment and furniture (if not provided by UNDP);
- ✓ Rent of office premises (if not provided by UNDP);
- ✓ Per Diem (subject to prior approval by UNDP). UNDP will provide the per diem rates applicable to national personnel;
- ✓ Security related expenditures. Any security related expenditures, as well as any other reimbursable expenditures (rent, transportation, etc.) should be discussed and approved by UNDP prior to implementation;
- ✓ Contractor's service fee.

All Reimbursable expenses shall be reflected in the contract and shall be paid not exceeding the given amount in the contract upon submission of the contractor's monthly invoice and all original supporting documents to the respective original invoices. maximum price reimbursable limits are provided in Annex III to TOR.

¹ Based on the written request of UNDP

6) TRAVEL AND TRANSPORTATION

- Whenever necessary and possible, UNDP will provide assistance to the Contractor with regards to travel arrangements.
- Wherever applicable, Consultants/ support personnel should sign a UN liability form every time s/he uses a UN vehicle (armoured vehicles or other)².

7) OFFICE PREMISES³ AND ICT EQUIPMENT

- Where contracted consultants and support personnel are collocated in UN premises, access to existing office equipment, network, printers and internet will be provided.
- In the event that contracted individuals want to use their personal devices they may only be connected to the UN network after being fully tested and accepted by respective UNDP IT Department following the removal of administrative rights on the device.

8) SECURITY

- UNDP – when possible - may share the latest available UN Security Advisory covering the security situation in areas of the assignment with the Contractor and/ or recruited staff. However, UNDP shall not be held liable in case of any incorrect information and/or possible consequences. It is the Contractor's responsibility to verify all the received information.
- UNDP will issue ID cards to all contracted individuals to facilitate their assignment.

Please note: In case of provision of any of above services by UNDP, the service provider should not claim service fee.

² Utilization of vehicles is subject to UNDP Security rules and regulations.

³ Subject to UNDP rules and regulations.

9) DURATION OF SERVICE PROVISION BY CONTRACTED INDIVIDUALS

Duration of deployment under the Agreement and respective Call-Off Contract will be as follows:

1 - The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) is intended solely to accommodate specific services for a period up to a maximum of one (1) year at a time. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) may be extended subject to satisfactory performance, up to a maximum duration of 3 years provided the LTA is valid till the end of the third year.

2. The deployment of contracted individuals under the Agreement and respective Call-Off Contract(s) carries no expectation of any future deployment of contracted individuals with UNDP. However, the contracted individuals are not precluded, during or after the contract period, from applying as an external candidate to any UN vacancy, be it for any other service, or for a staff member position.

10) TYPES OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES:

Contracted individuals shall be deployed to support implementation of activities in the field for a defined period of time to provide:

(i) **SUPPORT PERSONNEL SERVICES** such as management, administrative support and labor forces.

(ii) **LOCAL CONSULTANCY SERVICES** such as advisory and technical services.

11) EXAMPLES OF SUPPORT PERSONNEL AND NATIONAL CONSULTANCY SERVICES:

SUPPORT PERSONNEL SERVICES: (Applicable to local contracted individuals only):

1. Area Management
2. Reporting and Communication services
3. Supervisors and monitoring associates, etc.
4. Administrative Assistance in the fields of HR, Finance, IT, procurement, logistics etc...

CONSULTANCY SERVICES:

1. Technical specializations (Engineering, solid waste, disability, infrastructure, socio-economic etc.).
2. Technical advisory roles and provision of expertise in various programme related fields.
3. Provision of specific, time-bound tasks requiring no daily attendance or presence at work premises such as proposal development, research, assessment...etc.).

Please refer to Annex II for details of qualifications required and applicable remuneration scales.

12) TYPES OF REQUIRED CONTRACTED CONSULTANTS/SUPPORT STAFF:

10.1. The Contractor will provide local Consultancy and Support staff services on written request by UNDP-Syria.

10.2. The Contractor is expected to provide individuals for the fulfillment of specific tasks including, but not limited to the following Categories:

- 1) Vocational Training
- 2) Micro, Small Business revival
- 3) Infrastructure and Construction/rehabilitation and Engineering Services (civil, electrical, etc.)
- 4) Community resilience
- 5) Early recovery
- 6) Governance and administration
- 7) Strategic planning and budget execution
- 8) Public consultation
- 9) Socio-economic development and poverty alleviation
- 10) Feasibility studies and impact assessments
- 11) Data collection and research
- 12) Communications
- 13) Disability rehabilitation
- 14) Health
- 15) NGO empowerment
- 16) Emergency employment

Please note:

The required services are not limited to the list provided above. The Contractor shall be responsible to provide suitably qualified individuals for any and all services that may be required by UNDP.

As needs for any service arise, the relevant Requesting Unit will draft Terms of Reference according to its requirements and will communicate its request to the Contractor. Such request shall be in writing and shall specify the category and level of the required individual(s), location of the project, the duration of the required services, the Terms of Reference outlining functional and qualifications requirements for the required individual(s), and travel to other areas as applicable.

Any order against the prospective Agreement shall be made by formal Call-Off Contract(s) issued to the Contractor by an authorized representative of UNDP. The Call-Off Contract shall set out the terms and conditions for the delivery of the services. Each Call-Off Contract shall make reference to the prospective Agreement.

The Contractor shall be aware of the following mandatory procedural safeguards that shall come into force upon signature of the Agreement by both parties:

a. If the Contractor deploys individuals to work for a given specific UNDP project under the Agreement and respective Call-Off Contract(s), the Contractor shall not be eligible to bid for supply of goods, services or works for that project, or any other projects where the Contractor may have obtained an advantage by reason of the deployment of its contracted individuals with UNDP.

b. If a contract for supply of goods, services or works for a project is awarded to a company which subsequently is identified as the successful Offeror under this RFP, the potential individuals will not be eligible for deployment under that project until such time when subject contract for supply of goods, services or works is completed.

UNDP shall have no obligation to request the Contractor to provide either any minimum number of contracted individuals or a minimum volume of services during the term of the prospective Agreement. Prospective Agreement shall not accord any exclusivity to the Contractor with respect to the services described herein. UNDP shall have no limitation on its right to obtain services of the same kind, quality and quantity from any other source at any time.

13) NATIONAL CONSULTANCY AND SUPPORT PERSONNEL FUNCTIONS:

Contracted individuals are deployed by the Contractor at the request of UNDP to perform a specific function. Locally contracted individuals may be deployed to perform either support services or specialized services.

Please note: Remuneration fees (scales) will be fixed in USD, therefore contracts with Support Personnel and local consultants should preferably be in USD as well. Alternative options should clearly be described in technical proposals.

14) PROVISION OF SERVICES PROCESS:

The Contractor is expected, upon receipt of written request for Local services and corresponding ToRs from UNDP, to submit to UNDP a short-list of at least 3 (three) suitable qualified and available candidates per position within 5-7 working days from the date of request. Candidates shall be identified through Contractor's internal roster and network (within 5 days max) and/or advertisement and other networks and means as agreed with UNDP (7 days max);

UNDP will then proceed with review of CVs in line with a preset scoring criteria and choose whether to proceed with interviews for the shortlisted candidates or to proceed through a desk review process. UNDP will approve in writing the selection of the candidate deemed suitable within 10 working days upon provision of candidates' details;

In case none of the proposed candidates was found suitable, the contractor shall then submit another two suitable candidates. If none of the proposed candidates was found suitable after the second run (with Primary service provider), UNDP will utilize the services of Secondary service provider. At any time, UNDP reserves the right not to select nor contract any of the proposed candidates if nobody was found adequate. Once UNDP has made the selection of a suitable candidate, it will notify the Contractor to initiate the contracting of the selected individual in accordance with agreed terms and conditions and price schedule and on the basis of candidate's level (Annex II).

The contractor must provide UNDP with a copy of the signed contract between the contractor and the Contracted individual(s).

Upon the Contractor's confirmation that the selected candidate is medically fit and has accepted to work under the terms and conditions as specified in the Agreement, UNDP will issue a Call – Off Contract to the Contractor for the services of the selected Candidate.

The contractor will then mobilize the selected individual(s) within a maximum of 2 weeks or otherwise agreed following UNDP's written approval.

All contracted individuals will be deployed according to the terms and conditions stipulated in the agreement and the respective Contracts between UNDP and the contractor.

15) ENGAGING CLOSE RELATIVES OF UNDP PERSONNEL:

Contracting close relatives of UNDP personnel may be considered on an exceptional basis, and only where another individual equally qualified cannot be deployed. Such Contracts should only be signed after approval of UNDP Senior Management.

Relatives of UNDP personnel may be deployed under the Agreement and respective Call-Off Contract(s), provided that there is no conflict of interest and that the selected individual:

- a) is fully qualified for the position for which he/she is being considered;
- b) has been selected in accordance with the given selection policy under the given TORs, through a full, transparent and competitive selection process (without any involvement of the UNDP relative) where other qualified applicants were reviewed and short-listed;
- c) is not given undue preference by virtue of his/her kinship with a UNDP staff;
- d) is not assigned to serve in a position which is superior or subordinate in the same line of authority to the other.

16) MONITORING AND REPORTING

- The implementation of the contract will be directly supervised/ monitored by an assigned Contract Manager. Meetings chaired by the Deputy Country Director will also be organized to discuss progress, strategic matters and issues relating to the implementation of the Contract.
- The contractor shall submit reports (narrative and financial) on monthly basis. Each report shall specify the summary of services provided during the reporting period with the relevant invoice and supporting documents (for details please refer to Annex I). All reports delivered to UNDP must be in English.
- The contractor will raise any issues encountered during the implementation immediately to UNDP to ensure a timely and proper management response.
- Where necessary UNDP might outsource monitoring of contract implementation or the performance of contracted individuals.
- On semi-annual basis the contractor will provide detailed combined report covering the previous 6 months, including (but not limited to) the statistics, covered areas, funds disbursed, equipment & furniture purchased (status). The format and content of the report will be provided by UNDP.

17) PERFORMANCE EVALUATION:

Contracted individuals shall be deployed in recognitions of their skills and expertise to perform a specific task or deliver a specific piece of work. As such, the outputs and overall performance of contracted individuals and Contractors shall be monitored and documented by UNDP on regular basis to ensure that contractual obligations have been fully met.

Regular performance related discussions shall take place between the Contracted individual and the UNDP project manager, and satisfactorily performance shall be certified prior to payment of any fees.

Contracted individual(s) performance evaluation reports are confidential and shall be maintained in the procurement file. In case of re-deployment of a former contracted individual under any other UNDP project, previous relevant performance evaluation report(s) shall be made available to the requesting unit.

18) KEY PERFORMANCE INDICATORS

Performance of the service provider will be monitored based on (but not limited to) following indicators:

- a) Number of requests received from UNDP vs number of successful recruitment processes conducted by service provider and individuals contracted
- b) Lead time from request submission to recruitment
- c) Percentage of satisfactory rating for all categories of personnel deployed (individual performance evaluation template to be provided by UNDP)
- d) Timeliness of reports submission
- e) Timeliness of provision of travel and transportation services
- f) Accuracy of the reported data and invoiced amounts along with submission of necessary supporting documents
- g) Satisfaction rate of managed personnel (quality of contract management, premises and facilities provided). UNDP will undertake a satisfaction survey, as needed.

19) MINIMUM QUALIFICATION REQUIREMENTS:

- The proposer should prove to have at least 1 year of relevant experience.
- Litigation and arbitration history of the proposer does not bear any potential reputational or other risks for UNDP or other United Nations organizations and specialized agencies.
- Financial indicators prove proposer's long term sustainability and possession of sufficient financial resources to ensure it can meet its financial commitments under the Agreement.
- Relevant knowledge and capacity for the provision of services.
- Previous experience relevant to provision of services similar to those requested by UNDP
- The Proposer should have a team of qualified personnel for contract management with the following minimum qualification:

- ✓ Senior Manager to directly coordinate with UNDP on all contractual issues - 5 years of relevant experience;
- ✓ Services coordinator to directly coordinate contract implementation on day to day basis with UNDP - 3 years of relevant experience; The Services Coordinator shall be representing the Contractor in attending all meetings with UNDP-Syria or performing the written communications with UNDP-Syria whenever required.
- Legally registered in Syria and authorized to provide required services to facilitate the implementation of the UNDP projects.
- The contractor should have previous procurement experience and qualified staff to arrange facilities and working environment for contracted individuals.

20) **SCOPE OF PROPOSAL PRICE**

Proposers are required to quote the percentage that will be charged (as management fixed fee %) as a service fee from the total invoiced monthly amounts of services provided to UNDP.

21) **PAYMENTS:**

UNDP will pay the Contractor on monthly basis, within 15 days from submission of invoice with all supporting documents and UNDP's acceptance of invoice and services provided. The payments are subject to agreed service conditions for the contracted individual(s), and based on the number of deployed contracted individuals for UNDP.

Local vendors will be paid via bank transfer in National Currency of Syrian Arab Republic based at the UN exchange rate on the date of the invoice.

22) **BIDS EVALUATION METHOD**

Received proposals will be evaluated using Combined Scoring Method, the 70%-30% weights distribution for technical and financial proposals, respectively. Only financial Proposals of those Proposers who achieve the minimum technical score of (70% out of 1000 obtainable score) will be opened for evaluation. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened.

23) **RECOMMENDED PRESENTATION OF TECHNICAL PROPOSAL**

The required structure provided under ***Section 6 - Technical Proposal Form.***

24) **SPECIAL CONDITIONS**

A. CONDITION FOR PROPOSERS

- A.1 The service provider should be able to appoint one senior focal point (decision maker) for UNDP contract.
- A.2 The service provider should not at all be linked or related to Terrorist Organizations or individuals involved in such activities. Further service provider should not, under any circumstances, contract individuals linked or related to Terrorist Organizations.

- A.3 The service provider should guarantee the highest confidentiality of any details of UNDP contract and in no case should share any information related to UNDP contract with third parties (unless authorized by UNDP).

B. CONDITIONS FOR CONTRACTED INDIVIDUALS:

- B.1 Strict personal discipline and exemplary code of conduct is demanded from all contracted individuals to guarantee that UNDP and its clients are provided with impeccable standard of work.
- B.2 Contracted individuals are expected to be present at work as per established UNDP work schedule for Syria or as otherwise stipulated in the respective contracts.
Local consultants are not entitled to any type of paid leave (e.g. maternity/paternity or annual/sick), if any leave of absence is taken by the contracted individuals during contractual period, the remuneration paid to contracted individuals will be reduced commensurately by the number of working days the individual is absent.
- B.3 Contracted individuals and support personnel are not entitled to overtime pay.
- B.4 UN security standards do not apply to contracted individuals through companies, thus contracted individuals are not obliged to follow UN declared movement restrictions or other confinements called for security purposes unless deemed necessary by the Contractor.
- B.5 Tasks related reports shall be submitted according to the requirements outlined in the ToRs of each contracted individual and as communicated by UNDP to the Contractor at the time of the assignment.
- B.6 Either party may terminate the contracted individual services under any Contract at any time by giving the other party notice in writing of the intention to do so. Notice periods will be of a minimum 2-week notice. In the event of termination of contract, the contractor will be compensated on a pro-rata basis for no more than the actual number of days worked.
- B.7 UNDP may with immediate effect terminate any contracted individual(s) services for cause (as determined by UNDP) which may include inter alia; any breach of the terms and conditions of contract and agreement between UNDP and the contractor or any violation of the conduct required.

C. CONTRACTED INDIVIDUALS' RIGHTS AND OBLIGATIONS:

The rights and obligations of the Contracted individuals are strictly limited to the terms and conditions of the Agreement and as follows:

- C.1 Contracted individuals are specifically engaged for their skills and expertise, and to provide identified deliverables. Under specific circumstances, Contracted individuals can participate as non-voting members of corporate committees providing advisory services/support in their substantive area of expertise.
- C.2 The services carry no authority or legal rights to bind UNDP into any agreements. They must be performed within the timeframe indicated in the Contract.
- C.3 Contracted individuals are responsible for paying any taxes deriving from their earnings with UNDP in line with the prevailing laws and regulations.
- C.4 Contracted individuals must not be given any form of representational, supervisory approving or signing authority for committing UNDP into any legal and/or financial obligations (e.g., Atlas approving authority, signing of contracts, etc.)
- C.5 Contracted individuals do not participate in the United Nations Joint Staff Pension Fund (UNJSPF) and will not be eligible for any benefits from the Pension Fund in respect of the period of service under this contract.

D. LEGAL STATUS, RIGHT AND OBLIGATIONS

- D.1 Nothing contained in the Agreement and respective Call-Off Contract(s) shall be construed as establishing or creating between UNDP and the Contractor the relationship of master and servant. Principal and agent or employer and employee; it is considered understood that the contracted individual is an independent contractor in relation to UNDP. Accordingly, no contracted individual deployed by the Contractor in connection with the performance of any obligation under the Agreement and respective Call-Of Contract(s) shall be regarded as an agent, servant, employee, contractor or Personnel of UNDP, and the Contractor shall be solely responsible for all claims by such Personnel arising out of or in connection with their deployment by the Contractor. The Contractor shall inform all relevant contracted individual(s) of the foregoing.
- D.2 Contracted individuals shall recognize and accept that terms and conditions of their deployment under the Agreement and respective Call-Off Contract(s) differ from those applicable to UNDP personnel appointed under the United Nations Staff Regulations and Rules and under the UNDP Individual Contractor Agreement Policy. Accordingly, Contracted individuals are not entitled to any benefit, payment, subsidy, compensation, entitlement or pension from UNDP.
- D.3 Contracted individuals must comply with the applicable, legal requirements of all relevant locations (e.g. country of origin, country of residence and Country(s) of Services), including but not limited to those on taxation, licenses, work permits and visas.

E. SAFETY AND SECURITY

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

The Contractor shall:

- E.1 Put in place appropriate security plans and maintain the security plans, taking into account the security situation in the country where the services are being provided;
- E.2 Assume all risks and liabilities related to the contracted Individuals' security, and the full implementation of the security plan.
- E.3 UNDP reserves the right to verify whether such 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 contracted individuals and for UNDP's property in its custody.
- E.4 While providing the services under the Contract, the Contractor shall:
 - Ensure that they are familiar with the security arrangements relating to the premises in which the Contracted individuals will be working; and
 - Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its contracted individuals and for UNDP's property in its custody without any liability from UNDP in this regard to the extent any damages incurred is not due to the negligence of UNDP.
- E.5 Where the security situation renders the performance of the services by the Contracted individuals impossible to perform, UNDP may terminate the contract in accordance with the General Conditions for Professional Services.
- E.6 UN Security standards do not apply to Consultancy and support personnel Services contracted under Contractors, thus Contracted individuals 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 Contractor and/or the Contracted individuals. If UN movement restrictions or other confinements are observed, no payments shall be processed by UNDP.
- E.7 UNDP will neither provide nor arrange for accommodation, transportation, security, medical or other logistical support ("Facilities") to the Contractor or their contracted individuals. The Contractor shall be responsible for ensuring that its contracted individuals are provided with the above Facilities in accordance with local, current, and potential or future, security conditions in the areas where the activities under the Contract are to be provided.
- E.8 The Contractor will be responsible for all air travel, both to and from Syria and also within the country. UNDP may only provide assistance in securing seats on UN, or other, flights where civil aviation services are not available, and if so, the Contractor's contracted individuals will be required to comply fully with all UN security and transportation policies and procedures.

- E.9 The Contractor shall provide its contracted individuals with adequate life and medical insurance cover to cover local, current, and potential and future, security risks in Syria. Such coverage shall include sufficient cover for emergency medical air evacuation, from their duty-location inside Syria, as assessed by a professional security and/or medical advisor, to a suitable location outside of Syria, including the cost of ongoing medical treatment. UNDP is not responsible for providing medical or emergency medical evacuation, by air or by road, to any contracted individuals.
- E.10 The Contractor understands and agrees that: (i) the Services are to be carried out under harsh and hostile conditions; (ii) as a result of such conditions, all United Nations international personnel may be removed from the country; and (iii) UNDP has no control over such conditions and cannot protect or secure the Contractor and its individuals from such conditions. In carrying out the services, the Contractor and its individuals shall assume the risks associated with such conditions and UNDP shall have no liability therefor.
- E.11 "The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including 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 the services provided by the Contractor pursuant to 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."

F. AUDITS AND INVESTIGATIONS:

- F.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 take any other action as it deems necessary.
- F.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.
- F.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any 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.

- F.4 In the event that the Contractor agrees with the results of any audit then the Contractor shall reimburse the relevant funds as soon as reasonably possible. In the event that the Contractor is not in agreement with any or all elements of any such audit report, then the matter shall be dealt with in accordance with **General conditions of contracts for services**.

G. CONTRACT TERMINATION

- G.1 UNDP reserves the right to terminate without cause this Contract at any time upon a 15-day 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.
- G.2 In the event of any termination by UNDP, 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.
- G.3 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.
- G.4 UNDP reserves the right to terminate the contract with 15 days' prior written notice in the events of change of controlling ownership of the Contractor or the Contractor fails to maintain the performance and service standards set forth in the contract.
- G.5 UNDP reserves the right to terminate the contract immediately with 1-day prior written notice in the events of revealing the service provider to be linked or related to Terrorist Organizations or individuals involved into such activities.
- G.6 The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

25) ANNEXES TO THE TOR (See below).

ANNEX I - THE LIST OF SUPPORTING DOCUMENTS.

Upon submission of the monthly invoice, the contractor shall submit to UNDP the following supporting documents, in addition to copy of the invoices pertaining to all reimbursable items (as agreed upon in the Call Off contract. This would include but not limited to the following:

- List of names of the contracted consultants/personnel included in the claimed invoice. The list should include name of consultant/personnel, start and end dates of contract, position, and duty station;
- Copy of the contract signed with each consultant/personnel to be submitted once upon signature/ renewal of contract;
- Timesheets (per consultant/personnel) approved by contractor and UNDP;
- Copy of payment receipt (indicating amount) for monthly salary;
- Copy of the invoice pertaining to the cost of assets when applicable
- Copy of the invoice pertaining to provision of health and life insurance, as applicable;
- Copy of the social security payment receipt, as applicable, or payment receipt for cash payment in case of monetization;
- Copy of payment receipts (indicating amount) for in-country transportation payments;
- Copy of payment receipts (indicating amount) for Per Diem payments;
- Copy of air tickets invoices;
- Copy of invoice pertaining to pre-approved security mitigation expenses related to office premises.

QUALIFICATIONS OF CONTRACTED CONSULTANTS/SUPPORT PERSONNEL AND APPLICABLE FEES

Required Qualifications for Local Support Personnel (LSP) services and applicable fees

Complexity and Degree of Specialization	Level of Qualification and Experience		Fees		
	Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Daily Range of Fees in USD	Monthly Range of Fees in USD
Manager	5 years	7 years	<u>A</u>	93	2800
			<u>B</u>	83	2400
Officer	4 years	6 years	<u>A</u>	67	1900
			<u>B</u>	60	1700
Associate	4 years of relevant experience with Bachelor Degree		<u>A</u>	60	1700
			<u>B</u>	53	1500
Assistant	2 years of relevant experience with Bachelor Degree		<u>A</u>	47	1300
			<u>B</u>	40	1100
Labor	Physical ability to perform the work		-	17	Up to 520

Required Qualifications for National Consultancy services and applicable fees

Complexity and Degree of Specialization	Level of Qualification and Experience		Fees		
	Master Degree or Higher + Years of Relevant Experience	Bachelor Degree + Years of Relevant Work Experience	Band	Daily Range of Fees in USD	Monthly Range of Fees in USD
Expert	9 years +	11 years +	<u>A</u>	198	4,315
			<u>B</u>	170	3,699
Senior Specialist	7 - 8 years	9 - 10 years	<u>A</u>	142	3,082
			<u>B</u>	121	2,642
Specialist	5 years	7 years	<u>A</u>	131	2,839
			<u>B</u>	112	2,434
Junior Specialist	4 years	6 years	<u>A</u>	93	2,028
			<u>B</u>	80	1,738

FEES SETTING:

The fee setting for contracted consultants/support staff will be as follows:

- a. Assignments of proposed individuals will be always considered on the lowest band in the given level.
- b. To consider a higher band in the same given level, the proposed individuals shall need to meet one or more other requirements, or through negotiation on a case by case basis. Other requirements may include:
 - 1) Additional certificates or degrees relevant to the tasks assigned
 - 2) Additional years of experience beyond the minimum requirements for the assigned task (at least three years' relevant experience beyond the minimum requirement)
 - 3) Complexity of the assigned tasks in certain contexts
 - 4) Security situation in duty station

Other Notes:

- 1) In country or out of country travel allowances for contracted personnel and support staff will be calculated in accordance with a pre-approved rate by UNDP that will be shared with the contractor on monthly basis; contracted personnel and support staff may only commence travel/missions based on written notice of approval from UNDP project manager.
- 2) Contracted personnel and support staff may be promoted to a higher band upon two years' performance with a rating of very good or higher.
- 3) Contracted personnel and support staff may receive an annual bonus equivalent to 1-3% of their monthly fees for each month upon completion of 12 months' service based on their annual performance evaluation.

Annex III – Requirements and maximum price limits

Items / Minimum technical specifications	Maximum price limits	Remarks
Transportation	35,000 SYP	Except for air travel which will be paid against actual invoices and subject to the terms mentioned above
Life and medical insurance (including injury, disability, death and disability insurance resulting from Malicious Acts) for local contracted individuals per year	80,000 SYP	This is applicable for national support personnel. For national consultant, life insurance including injury, death, disability insurance resulting from Malicious Acts is required.

Section 4: Proposal Submission Form⁴

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location
[insert: Date]

To: UNDP-Syria; Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for ***Provision of Consultancy and Support Personnel Services to facilitate the Implementation of UNDP Syria Projects in the field***, 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 120 days from date of deadline of submission.

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: _____

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

⁴ 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 Form⁵

TO BE PRINTED OUT ON COMPANY LETTER HEAD

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

RFP No.: RFP-SYR-RFP-018-17

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 Country of Registration and Registration Number</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past three (3) Years:		
10. Latest Credit Rating (if any)		
40. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. (If applicable).		
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>		
Website:		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁵ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

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

15. Bank Details:

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

Corresponding bank (where applicable)

Account name:	
Bank account no:	
Bank code:	
SWIFT code:	
Bank name:	
Bank address:	
Routing information:	

Partners or Joint Ventures of the Company Participating in the Project

(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-SYR-RFP-018-17**

Page _____ of _____ pages

1. Proposer's Legal Name:		
2. Partner Party legal name:		
3. Partner Party Country and Number of Registration:		
4. Year of Registration:		
5. Countries of Operation	6. No. of staff – Permanent and Non-permanent	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. If applicable.		
12. 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>		
13. 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.		

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 Syria Procurement Unit

Dear Sirs:

Subject: LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES TO FACILITATE THE IMPLEMENTATION OF UNDP SYRIA PROJECTS, REF: **RFP-SYR-RFP-018-17**

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 Syria 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: UNDP Syria Procurement Unit

Dear Sirs:

Subject: LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES TO FACILITATE THE IMPLEMENTATION OF UNDP SYRIA PROJECTS, REF: **RFP-SYR-RFP-018-17**

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: UNDP Syria Procurement Unit

Dear Sirs:

Subject: LONG TERM AGREEMENT (LTA) FOR THE PROVISION OF CONSULTANCY AND SUPPORT PERSONNEL SERVICES TO FACILITATE THE IMPLEMENTATION OF UNDP SYRIA PROJECTS, REF: **RFP-SYR-RFP-018-17**

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

Note: Technical Proposals must be submitted in the suggested format hereunder with all required information. Technical Proposals not submitted in the suggested format may be rejected. (The Technical Proposal MUST be submitted in a Separate Envelope or Electronic File from the Financial Proposal). The Technical Proposal Envelope or Electronic File MUST NOT contain any Pricing information.

Proposers will need to submit a Separate Offer and mark each Submission clearly by the RFP Reference.

Bidder Information:

RFP Reference and Title:	
Name of Proposing Organization /Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

1- **Details of Organization/ Expertise of the Firm:**

1.1 **Firm's Background:**

This section should provide corporate information including the year and state/country of incorporation and details of the Offeror's resources in terms of key permanent personnel and facilities (office). List of offices and locations.

1.2 **Previous Experience and Performance:**

Describe the experience of your company/organization clearly indicating in what way your company/organization would qualify for implementing this project, providing details of the previously executed similar projects in the form of **Annex A**. The following statistical data will have to be provided:

- *Key clients and their contact details (to be contacted for reference checks);*
- *Number, field(s) of expertise, and qualifications of consultants/support personnel in the existing database;*
- *Number of experts that can be deployed for undertaking various positions listed in the TORs within one month from the date of LTA establishment.*

1.3 **Existing and Proposed Facilities**

Describe the facilities available to provide the needed services.

1.4 **Financial situation:**

Financial indicators prove Offerors long term sustainability and possession of sufficiently sound financial position to ensure it can meet its financial commitments under the Agreement. This will be evaluated

through the submitted Audited Financial Statements of the past three years that is 2014, 2015 and 2016, or Bank Statement proving that the Offeror has the financial capacity (at least 25% of the Contract value for the first year).

1.5 Litigation and Arbitration:

The Contractor shall provide information with a sufficient level of detail with regards to any suits and arbitral proceedings in which the Contractor was involved for a time period of 5 years prior to the date of the release of this RFP.

2- Structure and Systems:

This section should provide:

2.1 The Management structure of the company and Governing oversight. The company needs to indicate

- *its organizational chart and hierarchy,*
- *Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation,*
- *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.*
- *Partnerships/Joint Ventures: Explain any partnerships/joint ventures with local, international or other organizations that are planned under this contract. Special attention should be given to providing a clear picture of the role of each entity. Letters of commitment from partners/joint ventures and an indication of whether some or all have successfully worked together on other previous contracts.. (If applicable).*

2.2 Information on Quality Assurance:

Please provide a brief description of the quality assurance mechanisms proposed under this contract, including the processes of how the organization plans, monitors, reports, evaluates records and coordinates activities?

2.3 Human Resources Management System:

The Offeror shall describe with sufficient level of details how it aims to provide these services, including, but not limited to:

- a. Description of the existing processes and procedures;
- b. Involvement of existing infrastructure (including those located in the Country of Service, if any), for handling necessary duties including, but not limited to:
 1. Administration of contracted individual(s) contracts in accordance with prospective Agreement and Call-Off Contract(s);
 2. Daily contact with the contracted individual(s), and monitoring;
 3. Preparation of contracted individual(s) payroll ensuring its consistence to attendance records;
 4. Timely settlement of contracted individuals' payments;
 5. Full travel arrangements (including freight requirements for personal belongings for the contracted individual(s) if applicable;

6. Performance monitoring of all the contracted individual(s) through personal contact and correspondence and regular reporting to UNDP on the progress/delivery rate of each Contractor;
 7. Liaison with UNDP Project Managers on any issues or concerns that arise during the deployment of the contracted individual(s) and termination/replacement of the contracted individual(s) if deemed necessary by UNDP;
 8. Contract currency and payment system;
 9. Legal protection of contracted individual(s) in case of any legal claims or litigation;
 10. Support initiatives on knowledge sharing and capacity building for the contracted individual(s).
- Full information about sub-contracted parties (if any) or partner entities (if any) involved in performance of these services, their roles and responsibilities, etc.;
 - Any other relevant information.

2.4 Procurement / logistic capacity and previous experience:

The Offeror shall describe with sufficient level of details how it aims to provide procurement and logistical services, including but not limited to:

c. Description of the existing processes and procedures

d. Previous experience;

e. Provide the list of any framework agreements, if any;

- Full information about sub-contracted parties (if any) or partner entities (if any) involved in performance of these services, their roles and responsibilities, etc.;

- Any other relevant information.

2.5 Established Resources Processes Within The Company:

The following information will have to be provided:

- *Information about existing IT recruitment and resources management tools and their possible access to clients, resources, etc.;*
- *Access to resources: methods used to attract new resources to replenish the database*
- *Open and competitive selection process*
- *Performance evaluation methodology*
- *Documentation of the selection process.*

2.6 Analysis of Risks and Assumptions:

Key assumptions with regard to external factors that could hinder the provision of the services and the adopted measure to minimize the risk.

3- Competencies:

3.1. Contracted individuals provided in the past year:

The following statistical data will have to be provided:

- *Number and nature of positions filled/experts deployed over the last year, average duration of their assignments;*
- *Geographical location of the recruitment hubs;*
- *Average deployment time;*

- *Recruitment projects accomplished for UN/major multilateral/or bilateral programmes (if any).*

3.2. Individual expertise of key staff permanently employed.

Provide profile of Key staff, including education and professional experience background; it is expected that the key personnel will include:

- *Senior Manager*
- *Services Coordinator*
- *Recruiters and HR Officer.*
- *Finance Officer.*
- *Procurement or Logistic Officer*

3.3 Profiles required for evaluation purposes:

One CV must be provided for evaluation purposes for each of the following position in the form attached as ***Annex B.***

PROFESSIONAL STAFF

1. Area Manager

SUPPORT PERSONNEL

2. Area Associate
3. Area Assistant

NATIONAL CONSULTANCY

- 3- Monitoring expert
- 4- Civil Engineer

Below is the standard TORs for each of the given positions.

PROFESSIONAL STAFF AND SUPPORT PERSONNEL

Below is the standard TORs for each of the given positions.

TERMS OF REFERENCE – Area Manager

I. Position Information

Project Name: Supporting the Resilience of the Syrian People
Job Code Title: **Area Manager**
Duration: One year renewable based on need and satisfactory performance
Duty Station:
Contract type: The candidate will be contracted through a recruitment company to support the coordination and management of UNDP's area based strategies and interventions

II. ORGANIZATIONAL CONTEXT

Under the direct supervision of the DCD, and – as required – coordinated -with and delegated to a) the Field Management Coordinator for field operations and follow-up, and b) with the Thematic Team Leaders for programmatic planning and implementation, and working closely with the Early Recovery Specialist and relevant CO operations units, the Area Manager is responsible for the coordination and management of UNDP's area based strategies and interventions. The Area Manager analyzes political, social and economic trends and advises UNDP office accordingly; builds partnerships in the field; and coordinates the formulation, management and monitoring of area based strategies, plans and interventions. S/He ensures achievements of results within the timeline, allocated budget and according to UNDP quality standards. S/He liaises with relevant partners and stakeholders and supervises and guides field staff, ensuring quality reporting on implementation.

III. FUNCTIONS / KEY RESULTS EXPECTED

Summary of Key Functions:

- Develops area based strategies including situation analysis, assessments and proposed interventions
- Develops area based plans
- Develops area based interventions
- Implements project field interventions programmatically and operationally ensuring achievement of results and following UNDP's financial rules and regulation
- Develops strategic partnerships with active partners to facilitate implementation in

<p>target area</p> <ul style="list-style-type: none"> • Ensures proper monitoring and reporting is conducted • Supervises the field staff operating in the area
<p>IV. DUTIES AND RESPONSIBILITIES:</p>
<ul style="list-style-type: none"> • Conducts a thorough analysis of the political, social and economic situation in the area of assignment and provides policy advice to UNDP in addition to substantive input that would feed into strategies, planning processes, reports, and other documents. • Develops and updates a situation analysis document of the sectors targeted by UNDP; identifies needs, monitor changes and progress, and draft reports and position papers related to operational activities. • identifies potential areas of interventions as per the thematic focus of UNDP • Develops an area based annual plan corresponding to the identified priorities and needs • Map stakeholders and build partnerships with active partners, UN Agencies, private sector, NGOs/ CBOs and other local partners in area, depending on the specific thematic areas and strategic goals of UNDP and local priorities. • Analyze and research information on local partners and prepare substantive briefs on possible areas of cooperation and identify opportunities for initiation of new projects. • Prepares and review project proposals and documents, including project amendments, annual work plans, budgets, etc... • Manages the implementation of area based interventions; recommend inputs; and facilitates the work of national and international consultants on missions to the area. • Monitors the implementation of grant agreements signed with local partners and ensures proper delivery of results and financial disbursements according to plans, review progress reports and advises UNDP of any issue or concerns. • Formulates and participate in the development and mobilization of resources for the implementation of activities, in line with the overall objectives of the project, including liaison with stakeholders on issues related to the project and as delegated by UNDP CO; • Coordinates and supervises the work of the field staff to ensure that their work contributes to the achievement of the stipulated objectives of the project. This includes responsibility for day-to-day planning, implementation, monitoring and evaluation of subprojects activities. Manage the staff including monitoring and assessment of performance, etc. • Oversees and approve monitoring and reporting tasks and reports related to the project including, progress reports, project briefings, etc. • Monitor field implementation and document best practices and lessons learnt. • Represent UNDP in coordination meetings and brief UNDP on outcomes with proper recommendations • Supports the communication strategy of UNDP, ensure their visibility, and develop success stories • Any other required task

IV. SUPERVISION AND CONTRACT MANAGEMENT

The Area Manager reports directly to the DCD, and coordinates his/her work on a daily basis. Performance evaluation sheets are prepared on an annual basis by the DCD, or as delegated by the DCD. Mid-term and annual discussions are carried out with clear written assessment and feedback. Recommendations are communicated in writing to the recruitment company.

The recruitment company manages the contract of the incumbent administratively and processes all necessary entitlements as per agreement.

VI. RECRUITMENT QUALIFICATIONS

Education:	Bachelor degree or equivalent in Business Administration, Management, Social Sciences, Development Studies or related field. Masters' Degree is a plus
Experience:	6 years of relevant experience, hands-on experience in design, monitoring and evaluation of development projects. Experience in the usage of computers and office software packages.
Language Requirements:	Fluency in both Arabic and English

TERMS OF REFERENCE – Area Associate

I. Position Information

Project Name: Supporting the Resilience of the Syrian People
 Job Code Title: **Area Associate**
 Duration: One year renewable based on need and satisfactory performance
 Duty Station:
 Contract type: The candidate will be contracted through a recruitment company to support the area manager in the coordination and management of UNDP's area based strategies and interventions

II. ORGANIZATIONAL CONTEXT

Under the direct supervision of the Area Manager, the Area Associate is responsible for the support of the coordination and management of UNDP's area based strategies and interventions. He/she supports the planning, design, and implementation of project's activities in addition to monitoring and reporting on implemented initiatives insuring implementation of activities in line with UNDP rules and regulations, planned targets, budgets, and time frames.

III. Functions / Key Results Expected

Summary of Key Functions:

- Supports the development of area based strategies including situation analysis, assessments and proposed interventions
- Supports the development of area based plans
- Supports the development of area based interventions
- Supports implementation of project field interventions programmatically and operationally ensuring achievement of results and following UNDP's rules and regulation
- Supports the development of strategic partnerships with active partners to facilitate implementation in target area
- Supports proper monitoring and reporting
- Coordinates with the field management unit on operational matters including procurement, financial, logistical, and implementation support functions.

IV. DUTIES AND RESPONSIBILITIES:

- 1- Collect data and conduct research to support the analysis of the political, social and

economic situation in the area of assignment and provides input that would feed into strategies, planning processes, reports, and other documents.

- 2- Supports the development and update of a situation analysis document of the sectors targeted by UNDP; identifies needs, monitor changes and progress, and supports the drafting of reports and position papers related to operational activities.
- 3- Supports mapping of stakeholders and building partnerships with active partners, UN Agencies, private sector, NGOs/ CBOs and other local partners in area , depending on the specific thematic areas and strategic goals of UNDP and local priorities.
- 4- Actively participate in liaising with NGOs, CBOs, local authorities, FBOs, communities' representatives, and other active stakeholders as well as local municipal and local institutions in coordination with the area manager and as per the agreed upon area based plan.
- 5- Supports the preparation of project proposals and documents, including project amendments, annual work plans, budgets...etc.
- 6- Follows up and monitor the implementation of activities in the field; in close coordination with the area manager and according to the approved work plans, and insure proper reporting on progress in line with the country office reporting requirements.
- 7- Follows up on grant agreements signed with local partners and ensures proper delivery of results and financial disbursements according to plans, review progress reports and advises UNDP of any issue or concerns.
- 8- Organizes the logistics of workshops, training seminars and coordination meetings as required;
- 9- Supports the communication strategy of UNDP, ensure their visibility, and develop success stories, lessons learnt, best practices...etc.
- 10- Supports technical/thematic officers in the field as required.

Any other tasks requested by the Area Manager and/or the field management unit

IV. SUPERVISION

The Area Coordinator reports directly to the Area Manager and coordinates his/her work on a daily basis. Performance evaluation sheets are prepared on an annual basis by the Area Manager. Mid-term and annual discussions are carried out with clear written assessments and feedback. Recommendations are communicated in writing to the recruitment company. A copy

of the evaluation is provided to UNDP regularly.

The recruitment company manages the contract of the incumbent administratively and processes all necessary entitlements as per agreement.

VI. RECRUITMENT QUALIFICATIONS

Education:	Bachelor degree or equivalent in Business Administration, Management, Social Sciences, Development Studies or related field.
Experience:	3 years of relevant experience. Experience in the usage of computers and office software packages.
Language Requirements:	Fluency in both Arabic and English.

TERMS OF REFERENCE – Area Assistant

I. Position Information

Project Name: Emergency Restoration and Stabilization of Livelihoods of Syrian people
Job Code Title: **Area Assistant**
Duration: One year renewable based on need and satisfactory performance
Duty Station:
Contract type: The candidate will be contracted through a recruitment company to support the area manager in the coordination and management of UNDP's area based strategies and interventions

II. ORGANIZATIONAL CONTEXT

Under the direct supervision of the Area Manager, the Area assistant is responsible for the support of the coordination and management of UNDP's area based strategies and interventions. He/she supports the implementation of project's activities in addition to supporting monitoring and reporting on implemented initiatives.
The area assistant supports the administrative management of the office as tasked by the area manager.

III. OBJECTIVE & SCOPE OF WORK

Summary of Key Functions:

The area assistant provides administrative supports to the field team. He/she provides adequate and timely support to the area manager, associates, and thematic technical officers as requested by the area manager.

The area assistant is in charge of providing office management support in the areas of administration, HR, implementation support, and logistics.

IV. DUTIES AND RESPONSIBILITIES:

1. Administration & Human Resources

- Monitors and keeps records of the attendance of staff and annual leave, prepares the relevant monthly and yearly attendance reports;

- Maintain staff records and ensures the supporting documents are provided;
- Arranges appointments, assists in making travel authorization and security clearances, and follow up for other arrangements related to trips, as accommodation, drivers... etc.

2. Procurement & Office Management

- Prepares and assists in the preparation of relevant procurement processes for goods and services, prepares TORs, and bidding document in accordance with UNDP's rules and regulations, including RFP, RFQ, and contract management procurement within the agreed upon thresholds
- Maintains inventory records and regular reporting
- Supports projects' implementation and office management, including missions of area staff or missions of national or international staff and experts.
- Develops and maintains a filing system,
- Assists in the organization of workshops, training events and meetings.

3. Project Implementation Support

- Assists in the preparation of reports and work plans;
- Prepare updated meeting minutes and reports on activities; assists in the preparation of the comprehensive periodic reports to the Area Manager on the implementation of the projects' activities' progress;
- Supports the establishment and maintenance of a monitoring plan on the progress and impact of activities.

V. SUPERVISION

The Area Assistant reports directly to the Area Manager and coordinates his/her work on a daily basis. Performance evaluation sheets are prepared on an annual basis by the Area Manager. Mid-term and annual discussions are carried out with clear written assessments and feedback. Recommendations are communicated in writing to the recruitment company. A copy of the evaluation is provided to UNDP regularly.

The recruitment company manages the contract of the incumbent administratively and processes all necessary entitlements as per agreement.

VI. RECRUITMENT QUALIFICATIONS

Education:	Graduate degree in business administration, accounting,
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	finance, or relevant degree, or a Diploma in Administration assistance, or equivalent qualification.
Experience:	<p>2 years of relevant work experience, good performance record in supporting Administrative and Financial Management activities is essential.</p> <p>Experience in the usage of computers and office software packages.</p>
Language Requirements:	Fluency in both Arabic and English.

NATIONAL CONSULTANCY

TERMS OF REFERENCE – Consultant – Monitoring Specialist

I. POSITION INFORMATION

Project Name : The Humanitarian and Livelihood Programme
 Job Code Title: **National Consultant - Monitoring Specialist**
 Duration: Three Months
 Duty Station: To be confirmed prior to recruitment
 Contract type : The candidate will be contracted through a recruitment company to support the coordination and management of UNDP's area based strategies and interventions

II. ORGANIZATIONAL CONTEXT

As the crisis deepens in Syria and after more than two years of escalation of hostilities and violence, the United Nations Development Programme, is scaling up its emergency humanitarian and livelihoods interventions to reach out to the most vulnerable and affected populations. The Syria crisis has left 6.8 million people in need of humanitarian assistance. Thousands are fleeing across borders every day, while others are leaving their homes to safer areas and at least 4.25 million people have taken shelter in public buildings, parks and with host families. Support mechanisms are under increasing pressure due to limited and depleting resources of host families and local communities, over-stretched basic services and community infrastructure and limited housing space. Moreover, the crisis has exacerbated pre-existing levels of poverty and unemployment especially in rural areas.

As a response to the emerging needs of the Syrian population, and in line with the Syrian Humanitarian Response Plan (SHARP), UNDP has developed a large Humanitarian Livelihoods Programme in order to better address the emerging needs of the directly and indirectly affected populations and communities. To launch this programme, UNDP has mobilized its own teams

and resources to kick-start relevant emergency and livelihoods initiatives and managed to ensure some donors funding for its programme. The initiatives are focused on quick impact projects that create jobs, provide emergency livelihoods support, restore critical community infrastructure and community capacities, and create a resilient local economy. The programme is implemented from an area-based approach; field teams are deployed to target geographical areas supported by a national team operating from Damascus.

III. KEY RESULTS EXPECTED

Summary of Key Results:

- ❑ Prepare a Monitoring and Evaluation Plan for the Humanitarian and Livelihoods Programme and provide advice on the area-based and thematic planning to ensure result-based implementation of the Humanitarian Livelihoods Programme;
- ❑ Prepare in close collaboration with the relevant programme teams analytical 3 thematic reports in the areas of solid waste management, female headed households and disability.

IV. DUTIES AND RESPONSIBILITIES:-

1. Prepare a Monitoring and Evaluation Plan for the Humanitarian and Livelihoods Programme and provide advice on the area-based and thematic planning to ensure result-based implementation of the Humanitarian Livelihoods Programme;
 - Collect information, situation analysis and local action plans from the field-based teams in different governorates to develop/ update the HLP annual monitoring plan;
 - Review field reports and provide advice on quality and adequacy of collected information
 - Assist the ER Specialist and Thematic Team leader in providing strategic guidance to the field teams in support of the achievement of their area strategic objectives, action plans and the proper implementation of their local initiatives;
 - Collate relevant data on needs and priorities and support the project proposals development necessary for resource mobilization efforts.
2. Prepare in close collaboration with the Programme Team 3 analytical and thematic reports as follows:
 - Collect information and prepare situation reports on particular focus/thematic areas to be used for planning, advocacy, resource mobilization, and communication purposes.
 - Include success stories, lessons learnt to reports
3. Any other task requested by the supervisor.

V. SUPERVISION AND CONTRACT MANAGEMENT

The Monitoring Specialist will report to the Project Manager in close coordination with the Programme Team. Performance evaluation sheets are prepared regularly by UNDP and are processed with recommendations to the recruitment company

The recruitment company manages the contract of the incumbent administratively and process all necessary entitlements as per agreement and approval by UNDP

VI. RECRUITMENT QUALIFICATIONS

Education:	Master degree in business administration, social studies, development planning and management and/or other related field.
Experience:	Five years of experience in projects planning and reporting and/or implementation of development projects. Experience in

	proposal development, donor reporting and results based monitoring and reporting is required.
Language Requirements:	Fluency in spoken and written English and Arabic

TERMS OF REFERENCE – National Consultant - Engineer

I. POSITION INFORMATION

Project Name : The Humanitarian and Livelihood Programme
 Job Code Title: **National Consultant - Engineer**
 Duration Three months
 Duty Station: To be confirmed prior to recruitment
 Contract type : The consultant will be contracted through a recruitment company to provide technical support and expertise according to the specific tasks described below

II. ORGANIZATIONAL CONTEXT

As the crisis deepens in Syria and after more than three years of escalation of hostilities and violence, the United Nations Development Programme, is scaling up its emergency humanitarian and livelihoods interventions to reach out to the most vulnerable and affected populations. The Syria crisis has left 9m people in need of humanitarian assistance. Support mechanisms are under increasing pressure due to limited and depleting resources of host families and local communities, over-stretched basic services and community infrastructure and limited housing space. Moreover, the crisis has exacerbated pre-existing levels of poverty and unemployment especially in rural areas.

Under the direct supervision of the Early Recovery Specialist, and in close coordination with the Area Manager, Thematic Team Leaders and Field Management Officer, the consultant (Engineer) is responsible for the provision of technical support and expertise in the area of damage assessment.

III. KEY RESULTS EXPECTED

Summary of Key Results:

- ☐ Develop a situation analysis document on target area and assess damages
- ☐ Assess infrastructure rehabilitation projects and proposals
- ☐ Monitor ongoing projects and provide technical guidance on implementation

IV. DUTIES AND RESPONSIBILITIES:-

1. Identify the needs of basic services in host communities and assess the damages occurring to basic services in conflict-affected communities, particularly to the 1) water networks and provision mechanisms; 2) sewerage; 3) solid waste management; 4) electricity and 5) road networks in addition to 6) Socio-economic facilities/infrastructure.
2. Assess the feasibility and components of infrastructure rehabilitation projects, and produce engineering studies (BOQs, illustration, etc.) and bidding documents when applicable for infrastructure projects.
3. Assess proposals submitted by contractors and make sure they correspond to the standards mentioned in the studies. Review and approve the Schedule of works submitted by the contractor.

4. Provide technical guidance to the contractor and make sure that works are compliant with technical specifications and drawings; approve any changes in the work plan or BOQ along the course of implementation in close coordination with the area manager or coordinator.
5. Prepare progress reports to UNDP and technically certify the engineering works before final sign off of area manager and/or coordinator and Team Leader.
6. Provide technical support to the field team on issues related to design of early recovery projects, especially those related to the infrastructure rehabilitation and solid waste management (tons of garbage produced, safe collection/removal/disposal methods, dumping sites selection, potential treatment solutions).
7. Advise the team leader on engineering issues related to early recovery thematic interventions.
8. Actively liaise with local partners including non-governmental organizations, local technical directorates, community groups, civil society organizations as well as local government organizations; in the area of operation assigned by the team leader;
9. Any other task requested by the supervisor.

V. SUPERVISION AND CONTRACT MANAGEMENT

The Consultant – Engineer reports to the Early Recovery Specialist and closely coordinates his/her work with the Area Manager, Thematic Team Leaders and Field Management Officer Project Manager/Field Management Officer. Performance evaluation sheets are prepared regularly by UNDP and are processed with recommendations to the recruitment company

The recruitment company manages the contract of the incumbent administratively and process all necessary entitlements as per agreement and approval by UNDP

VI. RECRUITMENT QUALIFICATIONS

Education:	Bachelor Degree in engineering and other related fields
Experience:	Six years of relevant experience in engineering activities
Language Requirements:	Excellent English and Arabic drafting skills is mandatory

Annex A - Description of Similar Relevant Services Carried Out in the Last year:

*Name of Project/ or Provided Services:

Client:

Year:

Type/Description of Services:

Value of the provided services:

Locations:

*Name of Project/ or Provided Services:

Client:

Year:

Type/Description of Services:

Value of the provided services:

Locations:

*Name of Project/ or Provided Services:

Client:

Year:

Type/Description of Services:

Value of the provided services:

Locations:

*Name of Project/ or Provided Services:

Client:

Year:

Type/Description of Services:

Value of the provided services:

Locations:

***the above given information could be repeated as needed.**

Annex B: CV Form

Full Names and Surname:		Date of Birth:	
Position:		Gender:	
Nationality:		Contact information:	
Country of Residence		Countries of Work Experience in the 5 years:	

Language Skills:	<i>(For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing)</i>					
Educational and other Qualifications:	<i>(Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment)</i>					
Trainings:	<i>(Indicate significant training since degrees under Education were obtained)</i>					
Summary of Experience: <i>(Highlight experience in the region and on similar projects. Starting with present position, list in reverse order every employment held by personnel or key personnel since graduation, giving for each employment (see form here below): dates of employment, name of employing organization, positions held)</i>						
Relevant Experience (From most recent):						
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title	Activities Undertaken/ Description of actual role performed	Location	Year	Client
<i>e.g. June 2004-January 2005</i>						
<i>Etc.</i>						
<i>Etc.</i>						
References: (Minimum of Three):						
References no.1	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>					
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>					
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>					

Declaration: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describe me, my qualifications, and my experience. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> (Signature) <div style="text-align: center; margin-top: 5px;">(Day / Month / Year)</div> </div> <div style="width: 35%;"> Date: </div> </div>	
Full Name of Director of Company: I, the undersigned, certify that to the best of my knowledge and belief, that the aforementioned data does correctly describe the individual named above, his qualifications and experience. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> (Signature) <div style="text-align: center; margin-top: 5px;">(Day / Month / Year)</div> </div> <div style="width: 35%;"> Date: </div> </div>	
Full Name of Authorized Certifying Representative:	

Annex C – List of Consultancy and Support personnel Services Provided in the Past Year

#	Name	Specialization Level	Duration	Location	Total Years of Experience	Years of experience with organization	Clients

Columns could be repeated as needed.

Section 7: Financial Proposal Form

The Proposer is required to provide the Financial Proposal in a separate envelops or electronic file as specified in DS.

The Financial Proposal must provide a fixed percentage management fees from all transactions authorized by UNDP. Proposals quoting amounts and not percentages shall be disregarded and no further considered for financial evaluation.

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

NATIONAL CONSULTANCY AND SUPPORT PERSONNEL SERVICES:

Proposers are required to fill in the percentage that will be charged as a service fee of service provider.

Description	% Management Fees
National Consultancy and Support Personnel Services	

Name of Proposer (Company): _____

Authorized signature: _____

Name of authorized signatory: _____

Functional Title: _____

NB. Financial proposals should be properly signed and stamped. Financial proposals without signature/stamp will be disqualified.

Section 8: Long Term Agreement Form

THIS IS UNDP'S TEMPLATE FOR LONG TERM AGREEMENT FOR THE PROPOSER'S REFERENCE.
ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.



LONG TERM AGREEMENT FORM FOR THE PROVISION OF SERVICES

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and _____ (hereinafter called "Contractor") with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

- a. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a Purchase Order.
- b. Such Services shall be at the discount prices listed in Annex..... The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
- c. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

- d. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

- e. The Contractor will report (as specified in the TOR) to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

f. The standard UNDP General Conditions for Professional Services, attached, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7.This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8.This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date:_____

Date:_____



UNDP

GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers,

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials

which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract

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

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

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Section 9: Call-Off Contract for Professional Services Form

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 Breakdown of Cost, attached hereto as Annex III;
- d) the Additional Special Conditions

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 Contracted individuals:

Post Reference /Level	Name	Gender	Nationality	Contract Type (LMS/IMS)	Position	Period of Services	Locations
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- 2.3 Any changes in the above key Contracted individuals 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 by in the attached Terms of Reference.
- 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.

(COST REIMBURSEMENT)

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 price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its Contracted individuals and property, and of UNDP's property in the Contractor's custody, rests with the Contractor. (Please see attached, Additional Special Conditions).

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: _____

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:

<i>Description of Documents</i>	<i>Provided OR Not Applicable</i>
Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured	
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	
Certificate of Registration of the business (in Syria or at country of registration), including Articles of Incorporation, or equivalent document if Bidder is not a corporation	
Official Letter of Appointment as local representative (which should be registered in Syria), if Bidder is submitting a Bid on behalf of an entity located outside the country	
Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards or citations received by the Bidder, if any	
Statement of Satisfactory Performance from the Top <i>Three</i> Clients during the last 3 years	
CVs of Senior Manager and Services Coordinator and other key personnel to be engaged in contract implementation	
Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years or Bank statement proving that the Offeror has the financial capacity (at least 25% of the Contract value for the first year)	
All information regarding any past and current litigation during the last five (5) 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	
Signed and stamped Proposal Submission form	
Signed and stamped Company information form	
Signed and stamped the Joint Venture form (if applicable)	
Signed and stamped Declaration of no Conflict of Interest form	
Signed and stamped litigation and arbitration form	
Signed and stamped Declaration by the applicant form	
Signed and stamped list of previously implemented similar projects	
Signed and stamped list of expertise provided in the past year(s).	
Signed and stamped Technical proposal	
Signed and stamped Financial proposal	
The contract form (template) that will be signed between the contracted individuals and the company	