**REQUEST FOR PROPOSAL**

**(For Low-Valued Services)**

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| NAME, ADDRESS & E-MAIL ADDRESS OF FIRM/PROPOSER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  DATE: 13 August 2020 |
| REFERENCE: **RFP 662**Title: **Capacity building on EIA/SEA for the representatives of local self-governments** |

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of services indicated under the “REFERENCE / Title” field above.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals must be submitted on or before the time and date indicated under Annex 1 “Deadline for Submission of Proposal” below, via e-mail, mail or courier mail to the address below:

**United Nations Development Programme (UNDP)**

***Bulevar Zorana Djindjica 64, 11000 Belgrade, Serbia***

Email: procurement.rs@undp.org

(indicate clearly the tender number indicated above in the “REFERENCE” field on all correspondence)

 Your Proposal must be prepared in the English language and valid for a minimum period as indicated in the Annex 1 “Validity Period of Proposals“ below.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files and that total proposal is submitted in the maximum one (1) e-mail transmission (up to 30MB) and that financial proposal is submitted in a separate .pdf file from the technical proposal.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

 UNDP’s vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>

Thank you and we look forward to receiving your Proposal.

**Annex 1**

**Description of Requirements**

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| --- | --- |
| Context of the Requirement | The United Nations Development Programme (UNDP), acting as an implementing agency of the Global Environment Facility (GEF), is providing assistance to the Serbian Government in the implementation of the GEF Medium Size Project (MSP) “Capacity Development for Improved Implementation of Multilateral Environmental Agreements (MEAs)”. The objective of the project is to improve implementation of MEAs in Serbia by strengthening consultative processes and integrating MEA provisions into high-priority policies and programs at national and municipal levels. The MEAs project has supported development of the new Law on Environmental impact assessment that is expected to be adopted in 2020. Preliminary guidance on global environmental issues in legislation or regulations on Strategic Environmental Assessment (SEA) and Environmental Impact Assessment (EIA) in Serbia has been prepared and will be finalized upon adoption of the new Laws on EIA and SEA. Database portal on EIA/SEA cases has been developed and transferred to the Ministry of Environmental Protection (MEP) server. Database is expected to become operational in line with the provisions contained in the new Laws on EIA and SEA. Main objective of this database, once filled in with EIA and SEA cases, is to formalize EIA/SEA data sharing between MEP and local self-governing units and to enable vertical coordination and quality control in this area. Since a large number of projects related to the environment at the local and national level in Serbia are financed via International Financing Institutions (IFIs), it is important to adhere not only to the national legislation when conducting EIAs and SEAs, but also the different Environmental Safeguarding Principles (SESPs) put forward by such IFIs. By strengthening the capacity of local government units to conduct and oversee environmental assessments (SEAs and EIAs), the project addresses local and global environmental concerns and enables evidence-based reporting to the conventions. In addition, mainstreaming global environmental concerns into the environmental assessment process raises awareness of these issues among local government units and strengthens their capacity to comply with MEAs related to environmental information and decision-making. |
| Brief Description of the Required Services | To build capacity of the local self-government units in conducting EIA and SEA at the local level, as well as in SESPs of key IFIs, and to develop an online training module on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs, and an online training on compliance with SESPs. |
| List and Description of Expected Outputs to be Delivered | Based on the enclosed Terms of Reference (Annex 4), the Selected Bidder shall be responsible for the following deliverables:

| **Description** | **Quantity** | **Deadline** |
| --- | --- | --- |
| **Phase 1: Capacity building for the local self-governments and companies on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs** |
| Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 1 set of materials | 15 October 2020 |
| Minimum 5 trainings conducted and feedback collected.Post-training report submitted and accepted | Minimum 5 trainings conducted1 report | 30 November 2020 |
| Online training on EIA and SEA developed and accepted | 1 online training course | 30 January 2021 |
| **Phase 2: Capacity building for the local self-governments and companies on compliance with SESPs of key IFIs** |
| Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 1 set of materials | 30 October 2020 |
| 5 trainings conducted and feedback collected.Post-training report submitted and accepted | Minimum 5 trainings conducted1 report | 30 January 2021 |
| Online training on SESPS developed and accepted | 1 online training course | 20 February 2021 |
| **Final Report** |
| Final Report containing analysis of feedback with recommendations for further capacity buildings prepared and accepted | 1 report | 30 March 2021 |

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| Person to Supervise the Work/Performance of the Service Provider  | All deliverables shall be accepted and approved by the UNDP’s Portfolio Manager, with the support from the end user |
| Location of work | ☐ Exact Address/es *[pls. specify]*☒ At Contractor’s Location and as defined in the ToR |
| Expected duration of work  | September 2020 – 30 March 2021 |
| Target start date  | **10 September 2020** |
| Latest completion date | **30 March 2021** |
| Travels Expected | As defined in the TOR |
| Pre-bid conference  | N/A  |
| Special Security Requirements  | ☐ Security Clearance from UN prior to travelling☐ Completion of UN’s Basic and Advanced Security Training ☐ Comprehensive Travel Insurance☐ Others:N/A. |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities | ☒ Required☐ Not Required |
| Names and curriculum vitae of individuals who will be involved in completing the services and proposed team’s structure with indicated names and functions (i.e. Team Leader, etc.) | ☒ Required☐ Not RequiredImportant Remark: In case a sub-contracting is envisaged, the majority of the required/ proposed team members (key personnel) must be the Bidder’s (legal entity’s) employees, to include the Team Leader. Otherwise, such proposal/s shall be rejected. |
| Proposal Submission Address | UNDPBulevar Zorana Đinđića 64,11070 Novi Beograd, Serbia orprocurement.rs@undp.org |
| Deadline for Submission of Proposal | **27 August 2020 at 15:00 hours (Belgrade Time)**All e-mail correspondence, or envelopes if transmitted by courier or regular mail to be clearly marked with the **tender number** (see the **“REFERENCE”** field from the 1st page above).Offers received by UNDP after the above-mentioned date and time will be rejected and returned to sender unopened. |
| No. of copies of Proposal that must be submitted (in case Proposal is submitted by mail or courier)Remark: **Offers submitted via e-mail can be submitted only in 1 electronic copy.** | Original: **1 original copy of technical proposal and 1 original copy of financial proposal in separate envelopes**, duly marked on the envelopes as Technical Proposal and Financial Proposal, with indicated tender “**REFERENCE**” number of tender (please see the 1st page above) and name of the bidder on both envelopes.Copies: **1 electronic copy of the original in the .pdf format**, containing full technical and financial proposals **on the separate USB** memory sticks. Each USB to be submitted in the respective separate envelopes mentioned above. |
| All documentations submitted in this proposal, including catalogs, instructions and operating manuals, shall be in this language | ☒ EnglishRemark: the original documents and copies of original documents submitted by local companies, such as Company Registration Certificate (APR), Tax Payment Certificate, etc. can be in Serbian. |
| Documents to be submitted (Technical Proposal envelope) | **X** **Duly Accomplished, Signed and Stamped Form as provided in the Annex 2**, and in accordance with the list of requirements in Annex 1:- one original copy without populating proposed pricing information in the Technical Proposal envelope, and - other original copy with the proposed pricing information in the Financial Proposal envelope;X **Written/ signed Self-Declaration on the bidder’s letterhead of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List** (Self-Declaration can be submitted in a free form on the bidder’s letterhead and must be stamped and signed by the bidder’s official representative);X **Quality Certificates (ISO) copies, if any**:**X Documents Establishing Offeror’s Eligibility & Qualifications:*** **Company Profile**, which should include a short description of the company and other relevant information concerning the requirements indicated in this document - it should not exceed three (3) pages. In addition, bidders are invited to include printed brochures and product catalogues relevant to the services being procured;
* **Certificate of Registration** of the business, including Articles of Incorporation, or equivalent document if the Bidder is not a corporation (copy of Registration from APR for Serbian companies); Legal entity to be registered with the competent authority in the respective line of business for at least 3 years;
* **Income Statement and Balance Sheet for 2018 and 2019**; Required minimum turnover for a bidder is US$ 50,000 per each of the above-mentioned years;
* **Latest Internal Revenue Certificate / Tax Clearance**, not older than 6 months, confirming that all taxes by the bidder have been paid. Alternatively, bidders may submit signed self-declaration confirming they have requested issuance of the above-mentioned Certificate from the Tax Office and UNDP reserves the right to request submission of this Certificate during the bids evaluation phase as well as the right to disqualify the offer if such Certificate is not swiftly submitted upon the mentioned request;
* **Methodology for describing how the demands of the ToR will be addressed/delivered;** providing a description of work, approach, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the tasks and context of the work as per the attached ToR (Annex 4);
* **Proven experience - at least 2 references of similar works related to environment and climate change assessments in the past 5 years and at least 3 relevant references of conducted relevant training programmes; at least 1 reference of developed online training/course, preferably on the topic of environment or climate change .** Reference list must be submitted using the table provided in the attached ToR (Annex 4). *Outdated references shall not be taken into account;*
* **Documents establishing Qualifications of proposed team members:** Copies of University Diplomas and CVs for each proposed team member, specifying the exact number of years and nature of experience working in the relevant fields. CVs to be submitted in the consistent format that enables evaluation as per the criteria indicated in the attached ToR (no specific format is required). The team must have proven experience in similar projects;
* And all other as required by ToR (Annex 4).

In the case of a joint venture/consortium, provide **consortium agreement** that shall clearly state the leading partner/institution which will be responsible for signing and implementing the contract with UNDP**.** In this case, bidders shall also provide **a brief presentation** **of each member** together with the list of their relevant references/experience. The documentation required in this section must be submitted **for all consortium partners**. The **majority of the required/proposed team members (key personnel) and majority of percentage of the total assignment must be the Lead Partner’s responsibility**. Under the Methodology, a brief **description of each partner’s responsibilities and related percentages of envisaged work must be stated**. |
| Currency of Proposal | ☒ United States Dollars ☐ Euro☐ Local Currency  |
| Value Added Tax on Price Proposal[[1]](#footnote-1) | ☐ must be inclusive of VAT and other applicable indirect taxes☒ must be exclusive of VAT and other applicable indirect taxes |
| Validity Period of Proposals *(Counting for the last day of submission of quotes)* | ☐ 60 days ☒ 90 days ☐ 120 daysIn exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.  |
| Partial Quotes | ☒ Not permitted☐ Permitted  |
| Liquidated Damages | ☐ Will not be imposed **☒** **Will be imposed under the following conditions**:Percentage of contract price per day of delay: **1%**Max. no. of days of delay: **10 days**Next course of action: **UNDP may cancel the Contract.** |
| Payment Terms | Within thirty (30) days from the date of meeting the following conditions:1. UNDP’s written acceptance (i.e., not mere receipt) of the quality of the outputs; and
2. Receipt of invoice from the Service Provider.

In case two or more currencies are involved, payment will be effected as per the UN rate of exchange effective on the date when UNDP processes payment. |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | The outputs are to be approved by the UNDP Portfolio Manager who will issue clearances for payments.  |
| Type of Contract to be Signed | ☐ Purchase Order☒ Contract Face Sheet for Goods and/or Services☐ Long-Term Agreement (LTA)Link: <http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html>  |
| Criteria for Contract Award | ☐ Lowest Price Quote among technically responsive offers (threshold 70% points obtained in the technical evaluation)☒ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) ☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC shall be grounds for the rejection of the Proposal. |
| Criteria for the Assessment of Proposal  | **Technical Proposal** ☒ Expertise and experience of the Bidder (30%)☒ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40%)☒ Management Structure and Qualification of Key Personnel (30%) |
| UNDP will award the contract to: | ☒ One and only one Service Provider☐ One or more Service Providers, depending on the following factors: |
| Annexes to this RFP | ☒ Form for Submission of Proposal (Annex 2)☒ General Terms and Conditions / Special Conditions (Annex 3)[[2]](#footnote-2)☒ Detailed ToR (Аnnex 4) |
| Contact Person for Inquiries(Written inquiries only): | *procurement.rs@undp.org***(indicate clearly the tender “REFERENCE” number from the 1st page above on all correspondence/Subject of an e-mail query)****IMPORTANT REMARK: Bidders are requested to visit daily the UNDP Serbia Procurement website** <http://www.rs.undp.org/content/serbia/en/home/procurement.html> **in order to check for potential tender updates and/or questions and answers documents.**Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| Deadline for Inquiries:  | 5 days before the submission date. |

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL[[3]](#footnote-3)**

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery[[4]](#footnote-4))***

 [insert: *Location]*.

[insert: *Date]*

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP No. *[specify tender number from above]* dated *[specify date]*, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

1. **Qualifications of the Service Provider**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

1. *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
2. *Business Licenses – Registration Papers, Tax Payment Certification, Licenses etc.*
3. *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;*
4. *Track Record – list of clients for similar services as those required by this RFP, indicating description of contract scope, contract duration, contract value, contact references;*
5. *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
6. *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*
7. **Proposed Methodology for the Completion of Services**

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| *The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the context of the work.* |

1. **Qualifications of Key Personnel**

*If required by the RFP, the Service Provider must provide:*

1. *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
2. *CVs demonstrating qualifications must be submitted if required by the RFP; and*
3. *Written confirmation from each personnel that they are available for the entire duration of the contract.*
4. **Cost Breakdown per Deliverable**

| **No.** | **Deliverable** | **Quantity** | **Due date** | **Amount USD [Lumpsum]** |
| --- | --- | --- | --- | --- |
| **Phase 1: Capacity building for the local self-governments and companies on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs** |
| 1 | Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 1 set of materials | 15 October 2020 | **USD** |
| 2 | Minimum 5 trainings conducted, and feedback collected.Post-training report submitted and accepted | Minimum 5 trainings conducted1 report | 30 November 2020 | **USD** |
| 3 | Online training on EIA and SEA developed and accepted | 1 online training course | 30 January 2021 | **USD** |
| **Phase 2: Capacity building for the local self-governments and companies on compliance with SESPs of key IFIs** |
| 4 | Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 1 set of materials | 30 October 2020 | **USD** |
| 5 | 5 trainings conducted and feedback collected.Post-training report submitted and accepted | Minimum 5 trainings conducted1 report | 30 January 2021 | **USD** |
| 6 | Online training on SESPS developed and accepted | 1 online training course | 20 February 2021 | **USD** |
| **Final Report** |
| 7 | Final Report containing analysis of feedback with recommendations for further capacity buildings prepared and accepted | 1 report | 30 March 2021 | **USD** |
| **TOTAL** | **USD**  |

The bidder will be responsible for all personnel fees, administrative and travel expenses associated with undertaking this assignment including office accommodation, secretarial assistance, printing, stationary, telephone and electronic communications, translation, interpretation, travel and all other costs incurred in this assignment. All of these costs are to be covered through the contracted lump-sum amount payable by UNDP to the Contractor.

*[Name and Signature of the Proposer’s Authorized Person]*

*[Designation / Title]*

*[Name of Proposer, Date and Proposer’s Official Stamp]*



**G E N E R A L T E R M S A N D C O N D I T I O N S F O R**

**I N S T I T U T I O N A L ( D E M I N I M I S ) C O N T R A C T S**

# ( F O R C O N T R A C T S L E S S T H A N U S $ 5 0 , 0 0 0 )

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the “Contractor”), on the other hand.

1. **LEGAL STATUS OF THE PARTIES:** UNDP and the Contractor shall be referred to as a “Party” or, collectively, “Parties” hereunder, and:
	1. Pursuant, *inter alia,* to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
	2. The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **OBLIGATIONS OF THE CONTRACTOR:**
	1. The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the “Services”), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
	2. The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.
	3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.
3. **LONG TERM AGREEMENT:** If the Contractor is engaged by UNDP on the basis of a long-term agreement (“LTA”) as indicated in the Face Sheet of this Contract, the following conditions shall apply:
	1. UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.
	2. Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.
	3. The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.
	4. The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.
	5. In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.
	6. The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.
	7. The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.
4. **PRICE AND PAYMENT:**
	1. **FIXED PRICE:** If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.
		1. The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.
		2. UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:
		3. Invoices shall indicate a deliverable completed and the corresponding amount payable.
		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 provision of the Services.
	2. **COST REIMBURSEMENT:** If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.
		1. The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.
		2. The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.
		3. The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.
		4. UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.
		5. 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.
5. **ADVANCE PAYMENT:**
	1. If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.
	2. If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.
6. **SUBMISSION OF INVOICES AND REPORTS:**
	1. All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.
	2. All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.
7. **TIME AND MANNER OF PAYMENT:**
	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 original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.
	2. Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.
8. **RESPONSIBILITY FOR EMPLOYEES:**
	1. 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.
	2. The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) 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; and (ii) assume all risks and liabilities related to the Contractor’s security, and the full implementation of the security plan. 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 above.
9. **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.
10. **SUBCONTRACTING:** 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.
11. **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 worker’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.
12. **INSURANCE AND LIABILITY:**
	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.
	2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury, disability or death in connection with this Contract.
	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.
	4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
		1. Name UNDP as additional insured;
		2. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
		3. Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
	5. The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.
13. **ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.
14. **EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR**: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
15. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
	1. Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.
	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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.
	3. At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.
	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 UNDP, shall be made available for use or inspection by 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.
16. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.
17. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is considered proprietary by either Party or 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:
	1. The Recipient shall:
		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*,
		2. use the Discloser’s Information solely for the purpose for which it was disclosed.
	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 17, the Recipient may disclose Information to:
		1. any other party with the Discloser’s prior written consent; *and*,
		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:
			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*,
			2. any entity over which the Party exercises effective managerial control; *or*,
			3. for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
	3. The Contractor may disclose Information *to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
	4. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
	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.
	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.
18. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
	1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
	2. If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, “Termination,” except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
	3. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.
19. **TERMINATION:**
	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 22.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
	2. UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.
	3. In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.
	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, 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 UNDP of the occurrence of any of the above events.
	5. The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.
20. **NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
21. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
22. **SETTLEMENT OF DISPUTES:**
	1. **AMICABLE SETTLEMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.
	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 22.1, 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. 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”) and Article 34 (“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.
23. **PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
24. **TAX EXEMPTION:**
	1. Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
	2. The Contractor authorizes UNDP to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.
25. **MODIFICATIONS**: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.
26. **AUDITS AND INVESTIGATIONS:**
	1. Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of 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. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.
	2. UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract 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.

* 1. 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with such access to the Contractor’s personnel and relevant documentation. 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.
	2. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.
1. **LIMITATION ON ACTIONS:**
	1. Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
	2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.
2. **ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.
3. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.
4. **STANDARDS OF CONDUCT:** The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission” and ST/SGB/2006/15 of 26 December 2006 on “Post-employment restrictions”, and shall also comply with and be subject to the requirements of the following:
	1. The UN Supplier Code of Conduct;
	2. UNDP Policy on Fraud and other Corrupt Practices (“UNDP Anti-fraud Policy”);
	3. UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
	4. UNDP Vendor Sanctions Policy; and
	5. All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at [www.undp.org](http://www.undp.org/) or at [http://www.undp.org/content/undp/en/home/operations/procurement/business/.](http://www.undp.org/content/undp/en/home/operations/procurement/business/) In making such

acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

1. **OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.
2. **CHILD LABOR**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) 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.
3. **MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
4. **SEXUAL EXPLOITATION:**
	1. In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse.” In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.
	2. The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
	3. 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.
5. **ANTI-TERRORISM**: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that 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 <https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list>. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

**Annex 4**

#

# **TERMS OF REFERENCE**

**Title**: Capacity building on EIA/SEA for the representatives of local self-governments

**Project**:Capacity Development for Improved Implementation of Multilateral Environmental Agreements (MEAs)

**Reporting to:** Portfolio Manager

**Duration**: September 2020 – 30 March 2021

**Purpose**

To build capacity of the local self-government units in conducting Environmental Impact Assessments (EIA) and Strategic Environmental Assessments (SEA) at the local level, as well as in Social and Environmental Safeguarding Principles (SESPs) of key international financing institutions (IFIs).

**Objective**

To contribute to improved implementation of Multilateral Environmental Agreements (MEAs) in Serbia by enhancing application of horizontal legislation (EIA and SEA).

**Background Information**

The United Nations Development Programme (UNDP), acting as an implementing agency of the Global Environment Facility (GEF), is providing assistance to the Serbian Government in the implementation of the GEF Medium Size Project (MSP) “Capacity Development for Improved Implementation of Multilateral Environmental Agreements (MEAs)”.

The objective of the project is to improve implementation of MEAs in Serbia by strengthening consultative processes and integrating MEA provisions into high-priority policies and programs at national and municipal levels. The project strengthens participation in MEAs through targeted research, a comprehensive overview of MEA issues and activities, and ongoing input from civil society. It also enables national and local government units to include global environmental considerations in selected reports and strategies. Finally, it develops capacity in key target groups (Members of Parliament, youth, and university and mid-career students) to participate in activities that benefit the global environment.

Activities related to global environmental issues in the Republic of Serbia are primarily driven by multilateral environmental agreements (MEAs). Serbia must strengthen MEAs in a way that will generate global benefits while also responding effectively to global environmental concerns that threaten its population. While framework environmental policies and strategies in Serbia are present, they face barriers to implementation. Significant capacity issues include a lack of vertical and horizontal coordination, gaps in policy/program implementation and enforcement. The decentralization of competencies from the central to the local level in key environmental areas such as waste, water, air etc., have made information coordination more challenging. Moreover, local governments often lack the capacity to handle a variety of environmental issues with international implications. In particular, there is a lack of capacity for conducting the EIA and SEA processes at the local level.

The MEAs project has supported development of the new Law on Environmental impact assessment that is expected to be adopted in 2020. Preliminary guidance on global environmental issues in legislation or regulations on SEAs and EIAs in Serbia has been prepared and will be finalized upon adoption of the new Laws on EIA and SEA. Database portal on EIA/SEA cases has been developed and transferred to the Ministry of Environmental Protection (MEP) server. Database is expected to become operational in line with the provisions contained in the new Laws on EIA and SEA. Main objective of this database, once filled in with EIA and SEA cases, is is to formalize EIA/SEA data sharing between MEP and local selfgoverning units and to enable vertical coordination and quality control in this area.

Since a large number of projects related to the environment at the local and national level in Serbia are financed via International Financing Institutions (IFIs), it is important to adhere not only to the national legislation when conducting EIAs and SEAs, but also the different Environmental Safeguarding Principles (SESPs) put forward by such IFIs. The different IFIs Environmental Safeguarding Principles include consideration of, among others, labor and working conditions, resource efficiency and pollution prevention and management, health and safety, land acquisition, restrictions on land use and involuntary resettlement, biodiversity conservation and sustainable management of living natural resources, cultural heritage, stakeholder engagement and information disclosure, etc. While this requires additional knowledge and procedures, it also enables a more comprehensive protection of the local and global environment, including a broader inclusion of social, cultural, economic and human-health implications.

By strengthening the capacity of local government units to conduct and oversee environmental assessments (SEAs and EIAs), the project addresses local and global environmental concerns and enables evidance-based reporting to the conventions. In addition, mainstreaming global environmental concerns into the environmental assessment process raises awareness of these issues among local government units and strengthens their capacity to comply with MEAs related to environmental information and decision-making. Indirect benefits may include, but are not limited to, conservation of globally significant biodiversity and tangible effects on air and water quality.

**Duties and Responsibilities**

**Scope of work**

UNDP in Serbia is seeking a qualified legal entity (in further text Selected Bidder) to conduct a series of capacity building trainings on Environmental Impact Assessments and Strategic Environmental Assessments, for the representatives of local self-government units, as well as to conduct stock-taking exercise based on the content of the EIA and SEA database.

Under the supervision of the Portfolio Manager, the Selected Bidder shall undertake organisation of capacity building seminars in two phases, encompassing the following tasks:

1. **Capacity building for the representatives of the local self-governments and companies on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs**
	1. Organize at least five capacity building seminars in at least four regions in Serbia about obligations of local self-governing units under the EIA and SEA laws. Trainings shall be organized throughout the period October 2020 – November 2020 (in locations across Serbia to be determined in cooperation with UNDP). Trainings shall build capacities of at least 100 employees of local self-governing units and 15-30 representatives of companies on legal aspects of SEAs and EIAs relevant for the local level and integration of global environmental issues in SEAs and EIAs. At least four trainings shall be organized for the representatives of local self-governments and at least one training for representatives of private companies. Each training shall last two days. Training shall provide detailed instructions on how to perform EIA and SEA and evaluate the likely environmental impacts of a project or development, taking into account inter-related socio-economic, cultural and human-health impacts, both beneficial and adverse; as well as assess the wider environmental, social and economic impacts at the policy, planning or program level. Training shall provide detailed instructions on how to better integrate MEAs and SES principles, including but not limited to: biodiversity preservation, land degradation concerns, air and water quality, climate change, impact on any natural assets of special value and immovable cultural assets etc. Selected Bidder shall review: legal aspects of SEAs and EIAs relevant for the local self-governments and companies (in consultations with the MEP), concrete EIA and SEA cases, including transboundary EIA and SEA cases, case studies from other countries and best practices available, quality and status of cases, the most common obstacles etc. Based on this review, Selected Bidder shall prepare a training program and training materials (presentations and handouts), as well as make the training materials publicly available online. Selected Bidder shall prepare and distribute the invitations to the trainings and register the participants in cooperation with UNDP. Selected Bidder shall prepare and deliver presentations in all training sessions, as well as stir the discussion among the training participants. After the training sessions, Selected Bidder shall prepare a report summarizing the conclusions and capturing the feedback received from the training participants in the area of SEA and EIA implementation that are most problematic for local governments. Selected Bidder shall also conduct evaluation of the trainings. Trainings will be conducted by both Key Expert and Expert No.2.

UNDP will provide venue, catering, refreshments and accommodation for participants, as well as presentation equipment for all days of the training. Participants are expected to cover their travel costs to the venue.

UNDP reserves the right to request reasonable adjustments to the task implementation plan in line with Governments recommendations regarding COVID 19 pandemic, in consultations with MoEP and the Selected Bidder.

* 1. Develop an online training module for the representatives of the local self-governments and companies on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs, using the experience from delivered trainings to upgrade the concept and the materials. Online training module shall consist of lessons, and each lesson shall contain:
		1. Written material (text of the lesson),
		2. Short video clip (5-10 minutes),
		3. Accompanying materials (presentations, important links) and
		4. Test.

Online training shall include minimum 16 and maximum 20 lessons covering the list of topics that includes, but is not limited to:

* + 1. Introduction to EIA
		2. EIA legislation, procedures and jurisdictions
		3. EIA step-by-step – part 1
		4. EIA step-by-step – part 2
		5. EIA step-by-step – part 3
		6. EU EIA Legislation
		7. Public participation in EIA
		8. Introduction to SEA
		9. SEA legislation, procedures and jurisdictions
		10. SEA step-by-step – part 1
		11. SEA step-by-step – part 2
		12. SEA step-by-step – part 3
		13. EU SEA Legislation
		14. Public participation in SEA
		15. Challenges and future of EIA and SEA
		16. EIA/SEA Database in Republic of Serbia

Each lesson will include a list of important links, documents and presentations that accompany the lessons. After completing all lessons, participant will have an option to do a test that will include at least 32 questions (at least 2 questions from each lesson). Online course curriculum, course materials, video scenarios and all accompanying materials shall be approved by the UNDP Portfolio Manager before the start of the online training development process. All information for the topic of ‘EIA/SEA database in Serbia’ will be provided by UNDP and the MEP. Online training will be uploaded by UNDP to the site designated by UNDP in cooperation with the Ministry of Environmental Protection. All back-up files will be provided to UNDP. Training will be developed in Serbian Cyrillic and Serbian Latin and will provide possibility for inclusion of additional languages in the future.

1. **Capacity building for the representatives** **of the local self-governments and companies on complience with Social and Enviornmental Safeguarding Principles (SESPs) of key IFIs**
	1. Organize and deliver 5 one-day training session the Social and SES Principles of key IFIs, for the representatives of local self-governments and companies – for the participants of the Phase 1 who demonstrated interest to build their capacities in SESP, as well as for those who did not take part in Phase 1, if capacities allow it. Four trainings will be organized for the representatives of local self-governments and one training for the representatives of private companies. Training shall provide detailed instructions on how to comply with IFIs’ SESPs, including, but not limited to: labor and working conditions, resource efficiency and pollution prevention and management, health and safety, land acquisition, restrictions on land use and involuntary resettlement, biodiversity conservation and sustainable management of living natural resources, cultural heritage, stakeholder engagement and information disclosure, etc. Selected Bidder shall review: SES Principles of key IFIs implementing or supporting projects in Serbia. Selected Bidder shall also review case studies from other countries and best practices available. Based on this review, Selected Bidder shall prepare a training program and training materials (presentations and handouts), as well as make the training materials publicly available online. Selected Bidder shall prepare and distribute the invitations to the trainings and register the participants in cooperation with UNDP. Selected Bidder shall prepare and deliver presentations in all training sessions, as well as stir the discussion among the training participants. After the training sessions, the Selected Bidder shall prepare a report summarizing the conclusions and capturing the feedback received form the training participants in the area that are most problematic for local governments and companies. Selected Bidder shall also conduct evaluation of the trainings. Trainings will be conducted by both Key Expert and Expert No.2.

UNDP will provide venue, catering, refreshments and accommodation for participants, as well as presentation equipment for all days of the training. Participants are expected to cover their travel costs to the venue.

UNDP reserves the right to request reasonable adjustments to the task implementation plan in line with Governments recommendations regarding COVID 19 pandemic, in consultations with MoEP and the Selected Bidder.

* 1. Develop an online trainig for the representatives of the local self-governments and companies on complience with and Social and Enviornmental Safeguarding Principles (SESPs) of key IFIs, using the experience from delivered trainings to upgrade the concept and the materials. Online training module shall consist of lessons, and each lesson shall contain:
		1. Written material (text of the lesson),
		2. Short video clip (5-10 minutes),
		3. Accompanying materials (presentations, important links) and
		4. Test.

Online training shall include minimum 6 and maximum 10 lessons covering the list of topics that includes, but is not limited to:

* + 1. SESPs Introduction
		2. SESPs of different IFIs
		3. SESPs step by step – part 1
		4. SESPs step by step – part 2
		5. SESPs step by step – part 3
		6. Stakeholder Engagement and Information Disclosure

Each lesson will include a list of important links, documents and presentations that accompany the lessons. After completing all lessons, participant will have an option to do a test that will include at least 12 questions (at least 2 questions from each subject). Online course curriculum, course materials, vide scenario and all accompanying materials shall be approved by UNDP Portfolio Manager before the start of the online training development process. Online training shall be uploaded to the site designated by UNDP in cooperation with the Ministry of Environmental Protection. All back-up files will be provided to UNDP. Training will be developed in Serbian Cyrillic and Serbian Latin and will provide possibility for inclusion of additional languages in the future.

**Deliverables and timelines**

The Consultant is responsible for the following:

|  |  |
| --- | --- |
| **Deliverables**  | **Timeframe**  |
| **Phase 1: Capacity building for the local self-governments and companies on preparation of SEAs and EIAs and integration of global environmental issues into SEAs and EIAs** |
| Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 15 October 2020 |
| Minimum 5 trainings conducted and feedback collected.Post-training report submitted and accepted | 30 November 2020 |
| Online training on EIA and SEA developed and accepted | 30 January 2021 |
| **Phase 2: Capacity building for the local self-governments and companies on complience with SESPs of key IFIs** |
| Training concept, program of the training, and materials developed, lists of participants, submitted and accepted | 30 October 2020 |
| 5 trainings conducted and feedback collected.Post-training report submitted and accepted |  30 January 2021 |
| Online training on SESPS developed and accepted | 20 February 2021 |
| **Final Report** |
| Final Report containing analysis of feedback with recommendations for further capacity buildings prepared and accepted | 30 March 2021 |

All reports shall be delivered in English. Training materials shall be delivered in Serbian. Online training course will be developed in Serbian Cyrillic and Serbian Latin, with open possibility for inclusion of additional languages in the future.

Important notice: All deliverables have to be quality reviewed and accepted by the UNDP Portfolio Manager. None of the materials, reports, designs, brochures and articles produced under this Contract will be used, released, and/or disseminated without prior approval by UNDP.

**Requirements:**

**Corporate Requirements**

The Selected Bidder shall be a legal entity (professional services firm/organization/consortia) with the following minimum qualifications:

* Possess proven experience in environment and climate change assessments, particularly in the area of EIA and SEA, as well as proven experience in preparation, organization and implementation of related capacity building activities. The Selected Bidder shall provide evidence that they have conducted at least 2 similar works related to environment and climate change assessments in the last 5 years and organized at least 3 relevant training programmes. The Selected Bidder shall present it in the list of 3 relevant references completed (in the below format):

|  |  |  |  |
| --- | --- | --- | --- |
| Client\* | Assignment description | Duration (Month/Year From-To) | Value in US$ |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |

**\* Must include the following details: name of the client, contact person’s name, e-mail address and phone number.**

* Proven experience in conducting trainings related to environmental and climate change issues (at least 3 relevant trainings conducted in the last 5 years);
* Experience in developing of at least one online training/course, preferably on the topic of environment or climate change;
* Be registered as the legal entity in the requested line of business for at least 3 years prior the date of publishing this tender. Prospective bidders shall provide copy of the Certificate of Registration(a copy from APR for Serbian bidders);
* Have minimum annual turnover of USD 50,000.00 during 2018 and 2019 (per each of the mentioned years).

If applicable, please provide consortium agreement. This agreement shall state the leading company/institution which shall be responsible for signing and implementing the contract with UNDP. Also, the agreement shall have a clause indicating that the members of the consortium shall hold UNDP harmless in case of internal disputes.

In case of consortium, please provide brief presentation together with the list of relevant references/experience for each consortium member.

**Personal Qualifications**

In addition to the abovementioned Corporate Qualifications requirements, the Selected Bidder shall propose a team of 2 experts with the minimum competencies as listed below. Bidders are given opportunity to propose more experts (i.e. bigger team), based on their knowledge and experience. The rationale for such approach shall be clearly elaborated in the Proposal under the Resource plan and Proposed methodology paragraphs and Structure Chart with proposed names/functions shall be provided (i.e. Team Leader, etc). However, only the CVs of 2 required experts will be evaluated in the technical and financial part.

**The Expert No.1, Team Leader, shall meet at least the following requirements:**

*Education:*

* University degree in natural sciences, environmental management, economy, management or other related fields;

*General Professional Experience:*

* At least 7 years of professional experience in climate change or environmental protection related issues;
* Knowledge of the National and the EU EIA/SEA legal and institutional framework;
* Knowledge of policies and sectorial plans and programs in the Republic of Serbia;
* Knowledge of SES Principles of key IFIs;
* Experience in Policy/Regulatory and Institutional assessments and capacity building;
* Experience in leading teams;
* Experience with international organizations and projects in environmental field;
* Experience in working with a wide range of stakeholders (private, governmental, etc.).

*Specific professional experience:*

* At least 5 years of professional experience in EIA/SEA related issues;
* Knowledge on monitoring and reporting requirements;
* Proven experience and ability to synthesize relevant collected data and findings for the preparation of reports;
* Excellent communication and presentation skills are a must;

*Languages:*

* Fluency in Serbian and English.

**The Expert No.2. Expert for EIA/SEA shall meet at least the following requirements:**

*Education:*

* University degree in natural sciences, social sciences, management, economy or related fields;

*General Professional Experience:*

* At least 5years of professional experience in environmental related issues;

*Specific professional experience:*

* At least 3 years of professional experience in EIA/SEA related topics;
* Familiarity with the RIO Conventions, UN and EU Strategic directions and priorities in the field of environment;
* Previous experience with UNDP or other International Organizations is a great advantage;
* Excellent communication and presentation skills;
* Experiences in collection and maintaining of related data and information;

*Languages:*

* Fluency in Serbian and English.

**NOTE 1: Selected Bidder’s responsibilities**

The Selected Bidder shall be responsible for the provision of the all related (lump-sum) costs, which are to be included in the financial proposal to include but not limited to:

* Assistance in the implementation of the assignment (secretarial, administrative, logistics, travel and all other activities);
* Any equipment necessary to provide proper and unremitting working conditions for the expert’s team engaged under this ToR.

**Note 2: Language of the Contract**

Language of the contract is English.

1. VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service. [↑](#footnote-ref-1)
2. Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process. [↑](#footnote-ref-2)
3. *This serves as a guide to the Service Provider in preparing the Proposal.*  [↑](#footnote-ref-3)
4. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-4)