



# **REQUEST FOR PROPOSALS**

**REF: UNDP-TUR-RFP-PROJ(ISG)-2015/05**

**Strategic Consultancy Services**

**Inclusive and Sustainable Growth**

**Turkey**

**August, 2015**

## **Section 1. Letter of Invitation**

Ankara-Turkey

*06 August 2015*

**Request for Proposal for Provision of Strategic Consultancy Services for ISG Portfolio**

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- Evaluation Grid

Section 4 – Terms of Reference

Section 5 – Proposal Submission Form

Section 6 – Documents Establishing the Eligibility and Qualifications of the Proposer

Section 7 – Technical Proposal Form

Section 8 – Financial Proposal Form

Section 9 – Contract for Professional Services, including General Terms and Conditions

Section 10 - Specific Service Request Form Template

Section 11 – Forms to be Submitted

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

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

United Nations Development Programme

Birlik Mah. Katar Cad. No: 1

Çankara – Ankara 06610

Attention: Arif Mert Öztürk

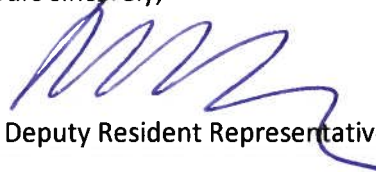
The letter should be received by UNDP no later than 17 August 2015. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,



Matilda Dimovska, Deputy Resident Representative

## 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 4 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 5);

- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 6);
- 9.3 Technical Proposal (see prescribed form in RFP Section 7);
- 9.4 Financial Proposal (see prescribed form in RFP Section 8);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form);
- 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**(DSno. 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 5 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 ongoing, 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 8). 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**(DSno. 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** (DSno. 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**(DSnos. 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**(DSno. 8), commencing on the submission deadline date also indicated in the **Data Sheet**(DSno. 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**(DSno. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# **D. SUBMISSION AND OPENING OF PROPOSALS**

## **23. Submission**

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 9.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP,

keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented

to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

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

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

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

### 30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.



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

### **31. Responsiveness of Proposal**

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

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

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

### **32. Nonconformities, Reparable Errors and Omissions**

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

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

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

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

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

## **F. AWARD OF CONTRACT**

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

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

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet**(DSnos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided and by the deadline indicated in the **Data Sheet** (DSno. 14), as applicable. Where a Performance

Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceeds 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/content/undp/en/home/operations/procurement/protestandsanctions/>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Inclusive and Sustainable Growth (ISG) Portfolio
2		Title of Services/Work:	Provision of Strategic Consultancy Services for ISG Portfolio within scope of Long Term Agreements for each of the 6 (six) Lots (Service Lines) for 3 years.
3		Country / Region of Work Location:	Turkey
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"/> Allowed  The Terms of Reference define 6 service lines (lots). A proposer may submit an application for 1 or more of these lots. However, the Proposers are not allowed to submit a proposal only some part of a specific LOT.

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:	Date:24 August 2015 Time: 14:00 Local Time Location: UN House - Birlik Mah.415.Cad (Kuveyt Cad) No:11 Çankaya Ankara Turkey
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 60 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	N/A
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	N/A
15	C.17, C.17 b)	Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	7 days before the deadline for submission of proposals.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>1</sup>	Focal Person in UNDP: Mr.Arif Mert Öztürk Address: UNDP Birlik Mah.415.Cad (Katar Cad) No:11

<sup>1</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>Çankaya Ankara Turkey</p> <p>Fax No. : +90 312 496 1463</p> <p>E-mail address dedicated for this purpose: arifmert.ozturk@undp.org</p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p><input checked="" type="checkbox"/> Posting on the following websites:</p> <p>1) tr.undp.org  2) <a href="http://www.un.org.tr">www.un.org.tr</a>  3) <a href="http://www.ungm.org">www.ungm.org</a>  4) <a href="http://www.devbusiness.com">www.devbusiness.com</a>  5) www.undp.org</p>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<p>Original : 1 Copies : 1</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><u>REF:UNDP-TUR-RFP-PROJ(ISG)-2015/05</u>  <u>United Nations Development Programme</u>  <u>UN House</u>  <u>Birlik Mahallesi KuveytCad. No:11</u>  <u>Çankaya Ankara</u>  <u>Turkey</u></p>
21	C.21 D.24	Deadline of Delivery of the Proposals to UN House in Ankara	<p>Date and Time : September 7, 2015 5:30 PM</p>
22	D.23.2	Allowable Manner of Delivery of the Proposals to UN House in Ankara	<p><input checked="" type="checkbox"/> Courier/Hand Delivery</p>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>N/A</p>
24	D.23.1	Date, time and venue for opening of Proposals	<p>Week of September 7, 2015</p>

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p>Evaluation will be done as per the Evaluation Grid given in Section 3 including the following steps:</p> <p>Step 1: Pass/Fail criteria:</p> <p>All proposers shall be subjected to Pass/Fail Criteria, regardless of the number of lot(s) they are applying for.</p> <p>Step 2: Combined Scoring Method, composed of Technical and Financial Evaluation:</p> <p>70%-30% distribution for technical and financial proposals will be used, respectively for each lot (service line), where the minimum passing score of technical proposal is 70%.</p> <p>All proposers satisfying all Pass/Fail Criteria shall be subjected to combined scoring as follows:</p> <p>Step 2.1. Technical Evaluation:</p> <p>All proposers satisfying all Pass/Fail Criteria shall be subjected to technical evaluation criteria in Technical Evaluation Form 1, regardless of the number of lot(s) they are applying for.</p> <p>The proposers shall be subjected to technical evaluation criteria in Technical Evaluation Form 2 and Technical Evaluation Form 3, only for the lot(s) they apply for.</p> <p>Step 2.2. Financial and Combined Evaluation:</p> <p>For those offerors who meet all PASS/FAIL criteria and sub-criteria; the total technical score secured for each LOT shall be combined with the total price quoted for that respective LOT. The offeror who secures the highest combined score for each LOT shall be considered for contract award for that respective LOT.</p>
26	C.15.1	Required Administrative Documents that must be Submitted to Establish eligibility of the Proposers	<p><input checked="" type="checkbox"/> <b>Original or notarized copy</b> of the Certificate of Registration of the business, including Articles of</p>

			<p>Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> <b>Original or notarized copy of the</b> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years(2012, 2013, 2014) and summary table for 'Average Annual Turnover' for those year, as per Form AAT1. In case the the proposer is not allowed to share financial statements due to binding corporate laws, proposer must submit a report certified by independent accountant verifying the figures presented in Form AAT1 and Form QR1.</p> <p><input checked="" type="checkbox"/> A table showing the calculation of Quick Ratio for the past 3 years (2012, 2013, 2014), as per Form QR1.</p> <p><input checked="" type="checkbox"/> Five (5) Original letters or their notarized versions, indicating 'Satisfactory Performance' of the Proposer, from Top five (5) Clients in terms of Contract Value, for the Contracts performed in the last five (5) years (2010, 2011, 2012, 2013, 2014)</p> <p><input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><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, as per Form LT1.</p> <p><input checked="" type="checkbox"/> List of fulltime employees for the last 3 years as per Form EL1.</p>
27		Other documents that should be Submitted to Establish Qualification of Proposers (in "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</p> <p><input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic</p>



			substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures, if any  <input checked="" type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
28	C.15	Structure of the Technical Proposal should be in line with the Technical Evaluation Form as provided in DS 32	As defined in Article 15 of the Instructions to Proposers and detailed in Section 7, technical evaluation will be held in three main titles;  1.Expertise of Firm/Organisation 2.Proposed Methodology, Approach and Implementation Plan 3.Management Structure and Key Personnel
29	C.15.2	Latest Expected date for commencement of Contract	October 8, 2015
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	Target Commencement Date: 1 October 2015 Target End Date: 1 October 2018
31		UNDP will award the LTAs to:	<input checked="" type="checkbox"/> One or more Proposers, depending on the following factors : best value for money for each service line (lot) in line with the combined scoring to be achieved
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	See Tables in Section 3 below
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signature of the LTAs by both Parties, for each LOT.
35		Taxation	UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their Financial Proposals, excluding VAT. It is the Proposers responsibility to learn from relevant authorities (such as Ministry of Finance) and/or to review/confirm published procedures and to consult with a certified financial consultant as needed, to confirm the scope and procedures of VAT exemption

			application as per VAT Law and Ministry of Finance’s Communiqués in Turkey.									
36	D.23	Preparation of Technical and Financial proposals	<div><div>The Proposers shall submit a separate technical proposal and a separate financial proposal for each lot for which they submit a proposal.</div><div>The number of originals and copies for each lot shall be as follows:</div><table><thead><tr><th></th><th>ORIGINAL</th><th>COPY</th></tr></thead><tbody><tr><td>For each lot which proposer submits proposal</td><td>1(one) hard + 1(one) soft copies of technical proposal</td><td>1(one) hardcopy of technical proposal</td></tr><tr><td></td><td>1(one) hard + 1(one) soft copies of financial proposal</td><td>1(one) hard copy financial proposal</td></tr></tbody></table><div><div>* All electronic files for the technical proposal must be in PDF format. Whereas, all electronic files for financial proposal shall be in Excel format.</div><div>*Adobe Acrobat software and book-marking function should be used in order to identify all of the attachments and exhibits contained within the file.</div><div>* Any security features in the PDF document must be disabled. CD/DVD must be clearly labelled with the Proposer Name and Lot Number.</div><div>* In case of a discrepancy between hard and soft copies of the technical or financial proposals, original hard copies shall prevail.</div></div></div> <div>In line with the clause D.23 of the “Instructions to Proposers” the proposers shall submit their technical and financial proposals in separate sealed envelopes.</div>		ORIGINAL	COPY	For each lot which proposer submits proposal	1(one) hard + 1(one) soft copies of technical proposal	1(one) hardcopy of technical proposal		1(one) hard + 1(one) soft copies of financial proposal	1(one) hard copy financial proposal
	ORIGINAL	COPY										
For each lot which proposer submits proposal	1(one) hard + 1(one) soft copies of technical proposal	1(one) hardcopy of technical proposal										
	1(one) hard + 1(one) soft copies of financial proposal	1(one) hard copy financial proposal										

			The offerors shall insert their technical proposal for each LOT into separate sealed envelopes marking clearly the Lot name and number. The offerors shall insert their financial proposal for each LOT into separate sealed envelopes marking clearly the Lot name and number.
37		Payments	<p>The number of units stated in the Price Schedule are given as indications and may change depending on emerging needs of UNDP. The payments shall be effected on the basis of actual number of weeks invested by the team assigned in relation to each service request.</p> <p>For assignments shorter than 4 months, payment will be made within 1 month following approval of the deliverable(s) by UNDP. For assignments longer than 4 months, an interim payment may be considered by UNDP depending on the nature of the assignment and the timing of the deliverables to be produced by the contractor. Such payment terms will be detailed in the specific service requests.</p>
38		Social Security and Tax Related Requirements	<p>The proposers shall comply with the social security, registration, tax and other requirements mandated by relevant local laws and regulations vis a vis deployment of their local and international labor force and other services providers/subcontractors.</p> <p>The proposers are responsible to explore all these laws and regulations through relevant Turkish Authorities/Ministries prior to preparation of their proposals and prepare their technical/financial proposals accordingly.</p>
39		JV/Consortiums	JV/Consortiums are <b>not eligible</b> to apply to this RFP.

### Section 3: Evaluation Grid

STEP 1: Pass/Fail Criteria		Document to be Submitted
1	Have at least 10 years of experience; i.e. should have been established in or before 2005	<b>Original or notarized copy</b> of the Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation
2	Presence in Turkey, have established legal entity for the last 3 years (2012, 2013, 2014)	<b>Original or notarized copy</b> of the Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation
3	Average Annual turnover in the last 3 years (2012, 2013, 2014) is more than US\$4.000.000	Form AAT1
4	Average Annual quick ratio in the last 3 years (2012, 2013, 2014) is at least 1 (one)	Form QR1
5	'Satisfactory Performance' of the Proposer in the last five (5) years (2010, 2011, 2012, 2013, 2014), verified by top five (5) Clients	Five (5) Original letters or their notarized versions, indicating 'Satisfactory Performance' of the Proposer, from Top five (5) Clients in terms of Contract Value, for the Contracts performed in the last five (5) years. The letters shall indicate successful contract performance in the service line(s) (i.e. LOTs) for which the proposer submits its proposal reflecting at least two of the thematic areas that are subject of this tender process
6	On average at least 40 fulltime employees in the last 3 years	Form EL1

<b>STEP 2: Technical Proposal Evaluation (Summary)</b>		<b>Score Weight</b>	<b>Point Obtainable</b>
1	Expertise of Firm / Organization	40%	400
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	Management Structure and Key Personnel	20%	200
<b>Total</b>			<b>1000</b>

## Detailed Technical Evaluation Tables

The criteria stipulated in Technical Evaluation Form 1 will be applied to each proposer, irrespective of number of LOTs applied.

Technical Evaluation Form 1: Expertise of the Firm/Organization				Points Obtainable
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing			Max 50
1.2	General Organizational Capability which is likely to affect implementation			Max 70
	1.2.1	Financial stability: Average annual turnover of the applicant in the last 3 years (2012, 2013, 2014) is: - More than US\$20.000.000 = 15 pts - Between US\$10.000.001 and US\$20.000.000 = 10 pts - Between US\$4.000.000 and US\$10.000.000 = 5 pts	Max 15 pts	
	1.2.2	Holding company or one firm - one firm = 15 pts - holding company = 10pts	Max 15 pts	
	1.2.3	Age/size of the firm - the age of the firm is more than 20 years = 5 pts - the age of the firm is between 15 and 20 years = 2,5 pts - the age of the firm is between 10 and 15 years = 1 pts - on average # of full-time employees more than 500 employees = 5 pts - on average # of full-time employees is between 201 and 500 = 2,5 pts - on average # of full-time employees is between 40 and 200 employees = 1 pts	Max 10 pts	
	1.2.4	strength of project management support -very strong; successfully completed more than 20 projects/assignments in the last 10 years: 10 pts -strong; successfully completed more than 10 projects/assignments in the last 10 years: 5 pts -moderate; successfully completed 5 projects/assignments in the last 10 years: 2,5 pts	Max 10 pts	

Technical Evaluation Form 1: Expertise of the Firm/Organization				Points Obtainable
	1.2.5	project financing capacity ( <i>quick ratio calculation for the last 3 years should be provided with the financial statements</i> ), - average annual quick ratio in the last 3 years is more than 3 = 10 pts - average annual quick ratio in the last 3 years is between 1.5 & 3 = 7,5 pts - average annual quick ratio in the last 3 years is between 1 & 1.5 = 5 pts	Max 10 pts	
	1.2.6	project management controls -very strong: 10 pts -strong: 7,5 pts -moderate: 5 pts	Max 10 pts	
1.3	Extent to which any service would be subcontracted - no subcontracting arrangements: 10 pts - subcontracting with official agreements: 5 pts - subcontracting without any official agreements: 0 pts			Max 10 pts
1.4	Quality assurance procedures, quality certificates and/or other similar certificates, accreditations, award and citations. -very strong; certificates/accreditations and awards: 20 pts -strong; certificates / accreditations or awards:10 pts -moderate: only quality certificates: 5 pts -no quality certificates: 0 pts			Max 20 pts
1.5.	Relevance of:			Max 250 Pts

Technical Evaluation Form 1: Expertise of the Firm/Organization				Points Obtainable
	1.5.1	<p>Specialized Knowledge</p> <ul style="list-style-type: none"> <li>- Availability of relevant proprietary tools and approaches (max 25 pts)</li> <li>- Availability of relevant knowledge products, publications (max 25 pts)</li> <li>- Application of specialized knowledge to specific projects: (max 55 pts) <ul style="list-style-type: none"> <li>- R&amp;D, Innovation, commercialization: max 5 pts</li> <li>- SMEs and Entrepreneurship: max 5 pts</li> <li>- Local Economic Development including rural development: max 5 pts</li> <li>- Urbanization: max 5 pts</li> <li>- Energy(including renewable energy and energy efficiency): max 4 pts</li> <li>- Transport: max 4 pts</li> <li>- Analysis in macroeconomics and microeconomics: max 4 pts</li> <li>- Sustainable and Inclusive Development: max 2 pts</li> <li>- International development cooperation: max 2 pts</li> <li>- Governance: max 2 pts</li> <li>-Social Services: max 2 pts</li> </ul> </li> </ul> <p><i>In scoring of the “application of specialized knowledge to specific projects” each project reference that demonstrates use of specialized knowledge will get 1 point, each project reference with a budget of more than US\$1 Million that demonstrates use of specialized knowledge will get 2 points up to the maximum points specified above for each area of specialized knowledge. A project reference that does not sufficiently demonstrate use of specialized knowledge may not be considered for scoring.</i></p>	Max 105 pts	
	1.5.2	<p>Experience on Similar Programme / Projects per Service Line (SL)</p> <ul style="list-style-type: none"> <li>- Years of experience is between 5 and 10 years (18)</li> <li>- Years of experience is more than 10 years (30)</li> <li>- # of projects is between 10 and 20 in the last 10 years (18)</li> <li>- # of projects is more than 20 in the last 10 years (30)</li> </ul>	Max 60 pts	
	1.5.3	<p>Professional experience on Projects in the Region in the last 10 years</p> <ul style="list-style-type: none"> <li>- (2.5 pts for each completed project)</li> </ul>	Max 50 pts	
	1.5.4	<p>Work for UN/ UNDP/ major multilateral/ or bilateral programmes in the last 10 years</p>	Max 20 pts	
<b>1</b>	<b>Sub-total: Expertise of the Firm/Organization</b>			<b>Max 400 pts</b>



The criteria stipulated in Technical Evaluation Form 2 will be applied to each proposer, separately for each LOT applied.

Technical Evaluation Form 2: Proposed Methodology, Approach and Implementation Plan Per Service Line (LOT)		Points Obtainable
2.1	<p>To what degree does the Proposer understand the task?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 40 Pts
2.2	<p>Have the important aspects of the task been addressed in sufficient detail?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 40 Pts
2.3	<p>Are the different components of the project adequately weighted relative to one another?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 40 Pts
2.4	<p>Is the proposal based on a list of related experience about the project environment provided in ToR and was this data input properly used in the preparation of the proposal?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 60 Pts

<b>Technical Evaluation Form 2: Proposed Methodology, Approach and Implementation Plan Per Service Line (LOT)</b>		<b>Points Obtainable</b>
2.5	<p>Is the conceptual framework adopted appropriate for the thematic scope of the assignments and the service line defined in the activities in TOR ,?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 70 Pts
2.6	<p>Is the scope of task well defined and does it correspond to the activities and related service line in the TOR?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 100 Pts
2.7	<p>Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to assignments in line accordance with the service line defined in ToR?</p> <ul style="list-style-type: none"> <li>- Outstanding: 100% of max obtainable pts</li> <li>- Very strong: 75% of max obtainable pts</li> <li>- Strong: 50% of max obtainable pts</li> <li>- Moderate: 20% of max obtainable pts</li> <li>- Weak: no points</li> </ul>	Max 50 pts
<b>2</b>	<b>Sub-total: Proposed Methodology, Approach and Implementation Plan Per Service Line (LOT)</b>	<b>Max 400 pts</b>

The criteria stipulated in Technical Evaluation Form 3 will be applied to each proposer, separately for each LOT applied.

Technical Evaluation Form 3: Management Structure and Key Personnel Per Service Line (LOT)				Points Obtainable
3.1.	<b>Service Line Leader</b>	<b>Minimum*</b>	<b>Asset</b>	<b>Max 75 pts</b>
	Years of professional experience:	10-14 years = 14 pts	15+ years = max 20 pts	
	Years of specific experience:	5 years = 17.5 pts	10+ years = max 25 pts	
	Experience in G20 Countries:	3 countries = 10.5 pts	5+ countries = max 15 pts	
	Similar experience (# of Projects):	10 projects = 10.5 pts	15+ projects = max 15 pts	
3.2.	<b>Service Line Senior Member x 2</b>	<b>Minimum*</b>	<b>Asset</b>	<b>Max 100 pts</b>
	Years of professional experience	7 years = 10.5 pts	10+ years = max 15 pts	
	Years of specific experience	3 years = 10.5 pts	5+ years = max 15 pts	
	Experience in G20 Countries	2 countries = 7 pts	3+ countries = max 10 pts	
	Similar experience (# of Projects)	10 projects = 7 pts	15+ projects = max 10 pts	
<i>* If any of the minimum requirements is not met, the proposed CV may not score any points</i>				
3.3.	<b>SLT Specialists</b> 1 point for each specialist who meet the minimum criteria indicated in the ToR. - # of R&D and Innovation specialists: maximum 3 pts - # of SMEs and Entrepreneurship specialists: maximum 3 pts - # of Local Economic Development (including rural development) specialists: maximum 3 pts - # of Urbanization specialists: maximum 3 pts - # of Energy specialists: maximum 3 pts - # of Transport, logistics specialists: 3 pts - # of Macroeconomics/microeconomic specialists: maximum 3 pts - # of Governance specialist: maximum 1 pt - # of International development cooperation specialist; 1 pt - # of Sustainable Development specialist: maximum 1 pts - # of Social services specialist: maximum 1 pts  <b>Note: A proposed specialist should meet the minimum criteria indicated in the Terms of Reference to be considered for scoring.</b>			<b>Max 25 pts</b>
3	<b>Sub-total: Management Structure and Key Personnel Per Service Line (LOT)</b>			
				<b>Max 200 pts</b>

## Section 4: Terms of Reference (TOR)

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### Contract Background and Description

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UNDP works in more than 170 countries and territories, helping achieve the eradication of poverty, and the reduction of inequalities and exclusion. We help countries develop policies, leadership skills, partnering abilities, institutional capabilities and build resilience in order to sustain development results.

We focus on helping countries build and share solutions in three main areas: (a) Sustainable and inclusive development, (b) Democratic governance and peacebuilding and (c) Climate and disaster resilience. In all our activities, we promote the protection of human rights and the empowerment of women, minorities and the poorest and most vulnerable.

Similarly, but tailored in accordance with the needs of the country, UNDP Turkey work focus on (a) sustainable and inclusive growth, (b) inclusive and democratic governance and (c) environment and climate change in Turkey. Additionally UNDP Turkey aims at engaging private sector actively in Turkey's national development efforts as well as sharing of its development experience.

The Government of Turkey has been developing and implementing 5-year development plans since early 1960s. The 10<sup>th</sup> National Development Plan (NDP10) which covers the 5-year period between 2014 and 2018 has been endorsed by the Parliament in 2013. In addition to the policies and strategies, discussed under the 4 axes of the plan, NDP10 also includes 25 primary transformation programs (PTPs). In 2014 and 2015 the Government of Turkey has also announced the action plans for each PTP.

In parallel to 10<sup>th</sup> Development Plan UNDP Turkey is also preparing its next country programme document for the period of 2016-2020. Under the Inclusive and Sustainable Growth Portfolio UNDP Turkey will address structural issues critical to national competitiveness and economic growth, paying full attention to inclusiveness and sustainability. Regional disparities will be addressed through prototyping initiatives which build the capacities of local actors, engage them in social development and promote social cohesion. This Portfolio will also support the provision of more equitable social policies through evidence-based advocacy drawing on analytical studies including evaluations of the design and effectiveness of social policies.

The Action Plans of the PTPs have brought additional clarity on how the Government of Turkey plans to achieve its development objectives. The PTPs require transformational changes in many areas i.e. development of new sets of skills and capabilities at the national and local levels, design and deployment of new and innovative policy tools etc. The transformational mindset, embedded in the PTPs, is a natural consequence of Turkey's ambition to transition from an upper-middle-income to a high-income economy. This is a challenge that many countries have found difficult to address.

In line with the global strategic plan and recent preparations for the next country programme document UNDP Turkey is committed to help Government of Turkey implement the PTPs and their action plans, and therefore is planning to contract entities that can bring top-notch knowledge, progressive thinking and innovative ideas for implementation of the PTPs and their action plans as well as ongoing and pipeline initiatives.

## Objectives & Scope

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The overall objective is to provide UNDP and UNDP's partners with best-in-class advice and analysis, and innovative recommendations that may help Turkey achieve its development objectives. In order to contribute to this objective the contractor will provide technical assistance and high-quality consultancy services, which will involve research, analysis, etc. as described in the next section of the present Terms of Reference.

The contract will be implemented through specific assignments. UNDP will issue a service request for each of the assignments, detailing inter alia the scope of the assignment, the type(s) of services required, timeframe in which the assignment needs to be completed, and the outputs.

The thematic scope of the assignments will be driven by the action plans of the PTPs and/or emerging needs of Turkey, and they may include;

- R&D, innovation and commercialization,
- SMEs and entrepreneurship,
- Local economic development (including rural development),
- Urbanization,
- Energy (including renewable energy and energy efficiency),
- Transport,
- Analysis in macroeconomics and microeconomics,
- Sustainable, inclusive development,
- International development cooperation,
- Governance,
- Social services etc.

The functional scope may include:

- Policy/strategy development,
- Organizational review/assessment/design,
- Information and communication technologies,
- Operational efficiency and effectiveness in delivery of public services
- Piloting of sustainable development initiatives of UNDP.

## Activities

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The Contractor will deliver services in accordance with the specific assignments to be formulated by UNDP. An assignment may include provision of professional services by the Contractor in one or more of the service lines (lots) defined herein.

### **Lot1: Project Identification, Justification and/or Development**

At the request of UNDP, the contractor will work with UNDP and UNDP's counterparts to identify development projects in a complementary and innovative way, and will help UNDP conceptualize programmatic interventions (e.g. projects).

The types of services that may be required under this service line include but are not limited to:

Identification of project opportunities through analysis of international, national and regional plans, programs, strategies, and action plans  
Justification of programmatic interventions through mostly secondary and when needed primary research and analyses,  
Conceptualization of programmatic interventions including identification of intervention modalities, objectives, expected results, partners and stakeholders,  
Designing, organizing, delivering and/or facilitating workshops, focus group meetings,  
When required, conducting or guiding (i.e. setting the framework for) feasibility studies and/or cost-benefit analyses,  
Development of high quality reports.

## **Lot2: Benchmarking**

At the request of UNDP, the Contractor will conduct benchmarking studies. Such studies may be at national and/or sub-national levels, and may include a wide variety issues and/or economic (energy, manufacturing, transport etc.) and social (health, education, social services etc.) sectors.

The types of services that may be required under this service line include but are not limited to:  
Development of benchmarking methodologies, including identification of benchmarking parameters,  
Identification of appropriate benchmark countries, regions, clusters, institutions etc. in accordance with the requirements of the specific assignments,  
Data and information collection for benchmarking purposes, and/or validation of already available data and information,  
Identification of resource persons, conducting interviews for benchmarking purposes,  
Preparation of case studies, benchmarking reports etc.  
Assessment of the differences between the benchmark countries or regions and Turkey (or regions in Turkey), identification of root causes of the differences, and development of actionable proposals and recommendations to bridge the gaps that the benchmarking exercise reveals,  
Designing, organizing, delivering and/or facilitating workshops, focus group meetings.  
Designing, and organizing study visits to the benchmark countries, regions, institutions (costs related to travel and/or logistics of such study visits are not part of the Contract),  
Development of high quality reports.

## **Lot 3; Identification and Analysis of Good Practices**

At the request of UNDP, the Contractor will identify and analyze good practices. Good practices to be identified may include a wide variety issues and/or economic and social sectors.

The types of services that may be required under this service line include but are not limited to:  
Development of approaches for identification of good practices, in accordance with the requirements of the specific assignments,  
Identification good practices with proper justification,  
Collection of information and data about the good practices to be identified,

Conducting interviews with experts and resource persons with a view to gain insights about the good practices,  
Assessment of the gap between the good practices and the national/regional situation in Turkey, identification of root causes of the gap, and development of actionable proposals and recommendations to bridge the gap,  
Identification of transferrable lessons, and development of proposals to transfer these lessons,  
Designing, organizing, delivering and/or facilitating workshops, focus group meetings.  
Designing, and organizing study visits to the benchmark countries, regions, institutions (costs related to travel and/or logistics of such study visits are not part of the Contract),  
Development of high quality reports.

#### **Lot 4: Strategy & Action Plan Development**

As mentioned above, UNDP implements a number of development projects, some of which require and/or include activities geared towards development of sectoral strategies and action plans.

The types of services that may be required under this service line include but are not limited to:  
Development of appropriate analytical approaches/methods for assessment of the underlying problems and challenges of the development challenges, as per the requirements of specific assignments,  
In-depth analysis of the situation, through primary and/or secondary research,  
Development of specific strategies to address and/or overcome the development challenges, including identification of key success factors  
Development of short-, medium-, and long-term action plans in accordance with the strategies to be developed,  
Development of high quality reports.

#### **Lot 5: Organizational Review and Assessments**

Some of the Primary Transformation Programs require improvement organizational capabilities of concerned governmental agencies and/or establishment of new ones, including at the national and local levels. At the request of UNDP, the contractor will help UNDP review and assess organizational needs of its counterparts.

The types of services that may be required under this service line include but are not limited to:  
Development of appropriate analytical approaches/methods for assessment and/or review of organizational needs of governmental agencies, as per the requirements of specific assignments,  
In-depth analysis of the organizational needs,  
Identification skills gaps,  
Identification of organizational needs,  
Depending on the requirements of the specific assignments, identification of good practices, and benchmarking (as defined above)  
Development of organizational transformation strategies, roadmaps, and/action plans, including but not limited to talent management  
Development of high quality reports.

## **Lot 6: Piloting of Sustainable Development Solutions**

Along with the above mentioned service lines, at the request of UNDP, the contractor will help UNDP in piloting of sustainable development solutions in line with new strategic plan and related Country Programme Document.

The types of services that may be required under this service line include but are not limited to:

Development of appropriate analytical approaches/methods/tools for identification and/or modelling of the solutions as per the related initiatives of UNDP at the national and international level,

In-depth analysis of the pilot initiatives both in terms of organizational structures but also implementation arrangements,

Depending on the initiatives, identification of management models, modeling tools, piloting principles, organizational needs etc.

Development of guidelines, “how to” guides,

Development of high quality reports etc.

### **Institutional Arrangements**

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Contractor will report to the UNDP. Contractor will also work with UNDP’s counterparts and/or stakeholders to be defined in the specific service requests with UNDP’s facilitation. Specific UNDP personnel to whom the contractor will report to will be identified in the specific service request.

### **Duration of Work**

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The duration of the contract will be 3 years; however the duration of the assignments may vary, depending on the scope. However indicatively the following durations may apply:

Type 1: These assignments are expected to be completed within 2 months. They may include activities geared towards rapid assessment of a development challenge/situation, holding expert workshops, desk research etc.

Type 2: These assignments are expected to last 2 - 4 months. They may include an overall assessment a development challenge/situation, holding expert workshops and/or focus group meetings, desk research complemented with primary research etc.

Type 3: These assignments are expected to last more than 4 months. In very rare cases UNDP expects an assignment within the scope of the present Terms of Reference last for more than 6 months. The assignments may include a comprehensive assessment of a development challenge/situation, holding expert workshops and/or focus group meetings, desk research complemented with comprehensive primary research etc.

### **Location of Work**

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The location of work is Ankara, Turkey. However as per the requirements of the specific assignments, certain parts of the work may need to be carried out in other regions of Turkey and/or other countries.

The contractor will cover 3 team members’ travel (incl. flight tickets) and accommodation expenses for monthly coordination meetings. For the other assignments which will be defined in specific



service requests, the contractor's travel (incl. economy class flight tickets) and accommodation expenses (BB) will be arranged and covered by UNDP through UNDP official travel agency.

### **Qualifications of the Successful Service Provider**

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Corporate services is required. As indicated above (Section 1) UNDP is planning to contract entities that can bring top-notch knowledge, progressive thinking and innovative ideas for implementation of the PTPs and their action plans.

Contractor's support will be needed on high value, high risk, complex priorities for transformational change, spanning multiple functional and sectorial expertise areas. Similarly, successful delivery of the assignment will require immediate access to expertise and know-how in global best practice across public and private sectors.

The following qualifications have been determined in accordance with the complexity and comprehensiveness of the scope of the work expected from the contractor, as well as the level of know-how, innovative and progressive thinking, required for helping transformation happen in a wide variety of areas.

#### **Contract Level Qualifications**

The bidder and/or the corporate group/network with which the bidder is organically associated should;

- Have at least 10 years of experience i.e. should have been established in or before 2005, (to be documented by the notarized copy of registry documents)

- Have at least an annual average turnover of USD4.000.000 in the last 3 years,

- Have presence in Turkey, and preferably in all G20 countries (to be listed by the bidder during the application process, and documented by the successful bidder should UNDP wishes further substantiation)

- Should be able to demonstrate availability of in-house knowledge and expertise in the fields covered by the contract (to be elaborated by the bidder in the technical proposal),

- Should have implemented more than 50 projects in the service lines, covered by the contract in the last 10 years (list of projects should be provided)

#### **Service Line Level**

The bidder and/or the corporate group/network with which the bidder is organically associated should;

- Have at least 10 years of professional experience in delivering consultancy services to public and private sector, professional experience in G20 countries is an asset

- Have successfully completed at least 10 projects/assignments in the last 10 years, more than 20 successfully completed projects/assignments in the last 10 years in an asset,

- Have at least 10 staff with solid experience in the field(s) covered by the service line, more than 20 staff is an asset,

- Diversity of location (G20, high-income economies etc.) of experience is an asset,

## Team Structures and Team Members

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### Team Structures

The following functional definitions have been developed to describe the team structures.

	Small Team	Full Team	Extended Team
SLT Leader	1	1	1
SLT Senior Member	1	1	1
SLT Specialist(s)	1	2	3
SLT Associate(s)	1	2	3
SLT Assistant(s)	1	2	3
SLT Other Members	2	2	2

### Team Members

#### Service Line Team (SLT) Leaders

The SLT Leaders provide substantive inputs to delivery of assignments, and lead the assignment teams. The SLT Leaders to be proposed by the proposers should

- Have an advanced degree,

- Have preferably more than 15, but at least 10 years of general professional experience,

- Have preferably more than 10, but at least 5 years of specific professional experience relevant to the service line,

- Have experience preferably in more than 5 G20 countries, but at least in 3 G20 countries,

- Have been involved in preferably more than 15 projects, but at least in 10 projects, relevant to the service line.

Proposers should submit the CV of the proposed SLT Leader along with the application.

Proposers may offer the same person for more than one service line as service line team leader. However in cases where UNDP wishes to run parallel (or overlapping) assignments that fall into the same service line, UNDP reserves the right to request an alternate SLT Leader who possesses the qualifications of the actual SLT Leader.

#### Service Line Team (SLT) Senior Members

The SLT Senior Members provide substantive inputs to delivery of assignments, and take lead in delivery of sub-components of assignment. The SLT Senior Members to be proposed by the proposers should

- Have an advanced degree,

- Have preferably more than 10, but at least 7 years of general professional experience,

- Have preferably more than 5, but at least 3 years of specific professional experience relevant to the service line,

- Have experience preferably in more than 3 G20 countries, but at least in 2 G20 countries,

Have been involved in preferably more than 15 projects, but at least in 10 projects, relevant to the service line.

Proposers should submit the CVs of the proposed SLT Senior Member (2) along with the application. Proposers may offer the same persons for more than one service line as service line senior members. However in cases where UNDP wishes to run parallel (or overlapping) assignments that fall into the same service line, UNDP reserves the right to request an alternate SLT Senior Member who possesses the qualifications of the actual SLT Senior Member.

### **Service Line Team (SLT) Specialists**

The SLT specialists are expected to bring thematic experience in the following fields:

R&D, innovation and commercialization,  
SMEs and entrepreneurship,  
Local economic development (including rural development),  
Urbanization,  
Energy (including renewable energy and energy efficiency),  
Transport,  
Analysis in macroeconomics and microeconomics,  
Sustainable, inclusive development,  
International development cooperation,  
Governance,  
Social services etc.

The SLT specialists to be proposed by the proposers should

Have an advanced degree,  
Have at least 10 years of general professional experience,  
Have at least 7 years of specific professional experience in the relevant theme,  
Have experience at least in 3 G20 countries,  
Have been involved at least in 10 projects, relevant to the theme.

Proposers should submit the CVs of the proposed SLT Specialists along with the application.

Proposers may offer the same persons for more than one theme as service line specialists. However in cases where UNDP wishes to run parallel (or overlapping) assignments that fall into the same service line, UNDP reserves the right to request an alternate SLT Specialists who possess the qualifications of the actual SLT Specialists.

### **Other Members of the SL Teams**

CVs of the other members of the SL teams are not required to be submitted along with the application; however the proposers should convincingly demonstrate that they will be able to mobilize them at UNDP's request.

The required qualifications of the other members of the SL Teams are listed below:

SLT Associates: University degree in a relevant field, at least 4 years of professional experience;

SLT Assistants: University degree in a relevant field, at least 2 years of professional experience;

SLT Resource Persons (researchers, writers etc.) University degree in a relevant field, at least 3 years of professional experience.

## Section 5: Proposal Submission Form<sup>2</sup>

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[insert: *Location*]

[insert: *Date*]

To: Mr. Arif Mert Öztürk United Nations Development Programme

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [Strategic Services for ISG Portfolio] in accordance with your Request for Proposal dated 6/8/2015 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We would like our proposal to be considered for the following service lines (lots) [check all that applies]

- ☐ Service Line 1: Project Identification, Justification and/Development
- ☐ Service Line 2: Benchmarking
- ☐ Service Line 3: Identification and Analysis of Good Practices
- ☐ Service Line 4: Strategy and Action Plan Development
- ☐ Service Line 5: Organizational Review and Assessment
- ☐ Service Line 6: Piloting of Sustainable Development Initiatives of UNDP

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

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

- by the UN or UNDP.
- e) We are not temporarily or permanently prohibited from participation in tenders as per the restrictions set forth by Turkish Public Procurement Authority and other Turkish public authorities in accordance with relevant laws. We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

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

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## Section 6: Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

RFP No.: REF: UNDP-TUR-RFP-PROJ(ISG)-2015/05

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: N/A		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. 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>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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<sup>3</sup>The Proposer shall fill in this Form in accordance with the instructions, irrespective of number of LOTs applied. 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 case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

## Section 7: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT  
INSERT TITLE OF THE SERVICES

### **Important Notes:**

**1- The Proposers shall prepare and submit a 'Technical Proposal', for each LOT they apply.**

**2-The Technical Proposals not submitted in this format may be rejected. The financial proposals should be included in separate envelope.**

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

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

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

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

**1.2. General Organisational Capability which is likely to affect implementation:** Financial stability, company formation, age/size of the Firm, strength of management support, project financing capacity, project management controls,

**1.3 Contracting/subcontracting level:** The level of contracting arrangements, if any subcontractor will be used and the level of formal arrangement.



**1.4 Quality assurance certificates/accreditation:** Quality certificates, accreditations, awards, industry ratings, credit ratings, etc.

**1.5 Relevance:** As per the details provided in ToR in Section 4, specialised knowledge, experience on similar programme/projects per service line, experience on projects in the Region, experience in working with UN, international organisations, multilateral/bilateral programmes.

**1.6. Track Record and Experiences:** Provide the following information regarding corporate experience within the last ten (10) years which are related or relevant to those required for this Contract. Replicate the following table (or develop your own format that contains at the minimum the following information) for each reference you submit.

Reference for Service Line No:	Project Title	Client	Location (country)	Budget (USD)*	Period of activity	Brief description of the Project	Type specialised knowledge used & means

[Add/delete rows as needed]

\*In case where exact budget cannot be given, pick the relevant interval:

☐ \$100.000 - \$250.000; ☐ \$250.001 - \$500.000; ☐ \$500.001 - \$1.000.000; ☐ More than \$1.000.000

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements. For each service line (LOT) a separate approach and implementation plan in the form of 'Section 2' shall be submitted.*

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

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

2.3 Implementation Timelines: The Proposer shall submit a draft Gantt Chart for each type of duration of work detailed in ToR section 5 (type1, type2, type3) indicating the detailed sequence of activities that will be undertaken and their tentative timing.

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

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

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

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

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

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 5 of this document, if any.

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

2.11 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: PERSONNEL

**3.1 Qualifications of Key Personnel.** Provide the CVs for key personnel (Service Line Leader, Service Line Senior Member & Specialists) that will be provided to support the implementation of this service. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

*For each service line (LOT), a separate team shall be submitted.*

Please use the format below:

<b>Name:</b>			
<b>Position for this Contract:</b>			
<b>Nationality:</b>			
<b>Contact information:</b>			
<b>Countries of Work Experience:</b>			
<b>Language Skills:</b>			
<b>Educational and other Qualifications:</b>			
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>			
<b>Employer</b>	<b>Period (from – to)</b>	<b>Role</b>	<b>Brief description of functions</b>
(add/delete rows as needed)			
–			
<b>Relevant Experience (project references up to 20)</b>			
<b>Project Title</b>	<b>Period (from – to)</b>	<b>Location</b>	<b>Description</b>
(add/delete rows as needed)			
–			
<b>References (minimum 3):</b>	<i>For each reference person indicate Name; Designation; Organization and Contact Information (at the minimum Email address).</i>		

## Section 8: Financial Proposal Form<sup>4</sup>

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The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers and in the following format Financial proposals not prepared in this format may be rejected.

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

UNDP shall not make any additional payment to LTA holder(s) with any reason over and above the 'TOTAL PRICE' quoted for each LOT.

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<sup>4</sup>*No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

**A.1.1 Price Schedule for Lot 1: Project identification, justification and/or development for 3 years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* The number of units stated in the Price Schedule are given as indications and may change depending on emerging needs of UNDP. The payments shall be effected on the basis of actual number of weeks invested by the team assigned.*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

**A.1.2. Price Schedule for Lot 2: Benchmarking for 3 Years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* Indicative – number of units may change depending on emerging needs of UNDP*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

**A.1.3 Price Schedule for Lot 3: Identification and Analysis of Good Practices for 3 Years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* Indicative – number of units may change depending on emerging needs of UNDP*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:



**A.1.4. Price Schedule for Lot 4: Strategy and Action Plan Development for 3 Years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* Indicative – number of units may change depending on emerging needs of UNDP*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

**A.1.5. Price Schedule for Lot 5: Organizational Review and Assessments for 3 Years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* Indicative – number of units may change depending on emerging needs of UNDP*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

**A.1.6 Price Schedule for Lot 6: Price Schedule for Piloting of Sustainable Development Initiatives of UNDP for 3 Years**

	Deliverables	Unit	Number of Units**	Unit Rate (Lump Sum, All Inclusive, USD)	Total Price (Lump Sum, All Inclusive, USD)
1	Small team	Weeks	4		
2	Full team	Weeks	8		
3	Extended team	Weeks	4		
4	Monthly coordination meetings***	Day	36		
	Total				USD .....

*\*Basis for payment tranches*

*\*\* Indicative – number of units may change depending on emerging needs of UNDP*

*\*\*\* The Proposers shall include in this amount, all travel and accommodation expenses of three required staff, that will come out in relation to Monthly coordination meetings.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

## B.Detailed Price Schedule

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

WEEKLY PRICE BREAKDOWN										
		Small Team			Full Team			Extended Team		
Description of Activity	Unit	# of Units	Unit Rate (USD)	Weekly Price (USD)	# of Units	Unit Rate (USD)	Weekly Price (USD)	# of Units	Unit Rate (USD)	Weekly Price (USD)
<b>1. Personnel Services</b>										
SL* Leader	Week	1	...	...	1	...	...	1	...	...
SL Senior Member	Week	1	...	...	1	...	...	1	...	...
Specialists	Week	1	...	...	2	...	...	3	...	...
AssociateMember	Week	1	...	...	2	...	...	3	...	...
Assistant Member	Week	1	...	...	2	...	...	3	...	...
SLT Other members	Week	2	...	...	2	...	...	2	...	...
<b>2. Other Costs**</b>		N/A	N/A	...	N/A	N/A	...	N/A	N/A	...
<b>TOTAL</b>				...			...			...

\*SL: Service Line (Lot)

\*\*Other costs may include Local Travel Costs, Daily Allowance, Communications, Reproduction, Equipment Lease, etc.. The Proposers shall clearly define each cost item in this section and detailed calculation for the respective amounts and quantities.

\*\*\* In the event that the service requests to be issued by UNDP require a different team structure, the cost of the specific assignment will be determined in accordance with the unit rates in this table.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of:

Stamp:

## Section 9: Contract for Professional Services

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

**[PLEASE ATTACH HERETO THE.PDF VERSION OF THE CONTRACT FOR  
PROFESSIONAL SERVICES AND THE GENERAL TERMS AND  
CONDITIONS]**

Date \_\_\_\_\_

Dear Sir/Madam,

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

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

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated .....]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

NameSpecializationNationalityPeriod of service

.... ..

.... ..

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

**[LIST DELIVERABLES]**

**[INDICATE DELIVERY DATES]**

e.g.

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

..... ..../..../....

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

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

### OPTION 1 (FIXED PRICE)

#### 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 maximum fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### 4. Special conditions

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



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

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

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

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ **[NAME OF THE BANK]**

\_\_\_\_\_ **[ACCOUNT NUMBER]**

\_\_\_\_\_ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.
8. Modifications
- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.
9. Notifications

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

**For the UNDP:**

Name

Designation

Address

Tel. No.

Fax. No.

Email address:

**For the Contractor:**

Name

Designation

Address

Tel. No.

Fax. No.

Email address:

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

Yours sincerely,

**[INSERT NAME AND DESIGNATION]**

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

Agreed and Accepted:

Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

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



## **UNDP**

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

#### **1.0 LEGAL STATUS:**

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

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

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

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

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

#### **4.0 ASSIGNMENT:**

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

## **5.0 SUB-CONTRACTING:**

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

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

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

## **7.0 INDEMNIFICATION:**

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

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

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

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

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

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

**8.4.1** Name UNDP as additional insured;

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

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

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

## **9.0 ENCUMBRANCES/LIENS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **15.0 TERMINATION**

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

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

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

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

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the

UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

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

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

#### **18.0 TAX EXEMPTION**

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

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

#### **19.0 CHILD LABOUR**

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

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

## **20.0 MINES:**

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

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

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

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

## **22.0 SEXUAL EXPLOITATION:**

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

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

**23.0 SECURITY:**

**23.1** The Contractor shall:

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

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

**24.0 AUDITS AND INVESTIGATIONS:**

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

**24.2** The Contractor acknowledges and agrees that, at 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.

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## Section 10: Specific Service Request Form Template

Service Request Form Cover Page under Strategic Services for ISG Portfolio		
<b>LTA No:</b>		
<b>LTA Holder:</b>		
<b>Thematic Scope:</b>	<input type="checkbox"/> R&D, innovation, commercialisation <input type="checkbox"/> SMEs and Entrepreneurship <input type="checkbox"/> Local Economic Development <input type="checkbox"/> Urbanisation <input type="checkbox"/> Energy <input type="checkbox"/> Transport	<input type="checkbox"/> Analysis in micro and macro economics <input type="checkbox"/> Sustainable, Inclusive Development <input type="checkbox"/> International Development Cooperation <input type="checkbox"/> Governance <input type="checkbox"/> Social Services <input type="checkbox"/> Other ( <i>please specify</i> )
<b>Service Line:</b>	<input type="checkbox"/> Project Identification, Justification and/or Development <input type="checkbox"/> Benchmarking <input type="checkbox"/> Identification and Analysis of the Good Practices <input type="checkbox"/> Strategy, Action Plan Development <input type="checkbox"/> Organisational Review and Assessments <input type="checkbox"/> Piloting of Sustainable Development Solutions <input type="checkbox"/> Other ( <i>please specify</i> )	
<b>Assignment</b>		
<b>Project</b>		
<b>Duration of Work</b>	<input type="checkbox"/> Type 1; Up to 2 Months (please specify duration): ..... <input type="checkbox"/> Type 2; 2-4 Months (please specify duration): ..... <input type="checkbox"/> Type 3; >4 months (please specify duration): .....	
<b>Location of Work</b>		
<b>Required Team Structure</b>	<input type="checkbox"/> Small Team; ..... <input type="checkbox"/> Full Team; ..... <input type="checkbox"/> Extended Team: ..... <input type="checkbox"/> Required Other Members: .....	
<b>Background</b>	Stated here or indicated in separate Generic Terms of Reference.	
<b>Objectives/Scope</b>	Stated here or indicated in separate Generic Terms of Reference.	

<b>Tasks &amp; Duties</b>	Stated here or indicated in separate Generic Terms of Reference.			
<b>Reporting</b>	Stated here or indicated in separate Generic Terms of Reference.			
<b>Deliverables</b>	<b>#</b>	<b>Description</b>	<b>Indicative Deadline</b>	<b>Indicative Cost*</b>
	1			
	2			
	<i>*In line with the service line and related team selection as per the financial proposal</i>			
<b>Payment Terms</b>	A lump sum payment will be made upon delivery of deliverables and their approval by UNDP, on the basis of actual number of weeks invested in the assignment by the Team.			
<b>Other Considerations</b>				
<b>Request made by:</b>	Name / Surname/ Title of the Staff:  Date:  Signature:			
<b>Request accepted by:</b>	Name / Surname/ Title on behalf of the Contractor:  Date:  Signature:			
<b>Attachments (e.g.):</b>	Generic TOR  Specific TOR  TBD			

## Section 11 – Forms to be Submitted

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**Form AAT1: Average Annual Turnover Over the Past 3 Years (2012,2013,2014)** (to be printed on company letterhead, signed, dated and stamped)

Applicant's Legal Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2015

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

Annual Works Turnover				
	Amount*	Currency	Conversion Rate	USD Equivalent
2012				
2013				
2014				
<b>Average</b>				

The information above complies with the following:

- \* Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years(2012, 2013, 2014). *In case the the proposer is not allowed to share financial statements due to binding corporate laws, proposer must submit a report certified by independent accountanht verifying the figures presented in Form AAT1 and Form QR1.*

Please use UN official exchange rates valid during month of December of the respective year (in which the work is completed), available at the following link for the conversion of contract amounts to USD: <http://treasury.un.org/operationalrates/OperationalRates.aspx>



**Form QR1: Quick Ratio(2012,2013,2014) (to be printed on company letterhead, signed, dated and stamped)**

Applicant's Legal Name \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/2015

Financial information in US\$ equivalent*				
Information from Balance Sheets				
	2012	2013	2014	Average
TOTAL CURRENT ASSETS (CA)				
<i>Cash and Cash Equivalents</i>				
<i>Accounts Receivable</i>				
<i>Marketable Securities</i>				
<i>Inventory</i>				
CURRENT LIABILITIES (CL)				
QUICK RATIO [ (Cash and Cash Equivalents + Accounts Receivable+Marketable Securities)/CL]				

The information above complies with the following:

- Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 3 years(2012, 2013, 2014). *In case the the proposer is not allowed to share financial statements due to binding corporate laws, proposer must submit a report certified by independent accountant verifying the figures presented in Form AAT1 and Form QR1.*

\*Please use UN official exchange rates valid during month of December of the respective year, available at the following link for the conversion of contract amounts to USD:

<http://treasury.un.org/operationalrates/OperationalRates.aspx>

**Form LT1: Litigation History (to be printed on company letterhead, signed, dated and stamped)**

LITIGATION HISTORY
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Please provide information on the history of litigation or arbitration resulting from contracts during the last 5 years or under execution.

Year	Litigation/Arbitration is AGAINST to (Legal Entity, Real Persons, etc)	Cause of Litigation & relevant details	Amount disputed (US\$)

Signature:

Date: .....

*(Signed by the duly authorized representative of the Contractor)*

***Form EL1 – List of fulltime employees for the last 3 years(2012,2013,2014) (to be printed on company letterhead, signed, dated and stamped)***

<i>Year</i>	<i>2012</i>	<i>2013</i>	<i>2014</i>	<i>Present</i>
<i>Number of employees*</i>				

*\*Proposer must present lists of employees for each year corresponding the figures given in the above table. The lists must include at least the name, title, contract period inofrmation for each employee.*