

Invitation to Expression of Interest (EOI) in possible consultancies

Terms of Reference

Post Title:	consultants for preparation of works tender dossier
Duration:	Short-term missions upon UNDP Turkey's request based on needs of specific projects
Projects/Activities:	Implementation Support to Ministry of Tourism and Culture on Development of Tender Dossier for Winter Tourism Corridor Project
Usual Supervisors:	Depending on the specific assignments (possible options: deputy resident representative, operations manager, programme managers, project managers etc.)
Reference:	IEI/2009/WTCP1
Date:	25.05.2009

1 Introduction

UNDP is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. We are on the ground in 166 countries, working with them on their own solutions to global and national development challenges. As they develop local capacity, they draw on the people of UNDP and our wide range of partners.

World leaders have pledged to achieve the Millennium Development Goals, including the overarching goal of cutting poverty in half by 2015. UNDP's network links and coordinates global and national efforts to reach these Goals. Our focus is helping countries build and share solutions to the challenges of: Democratic Governance; Poverty Reduction; Crisis Prevention and Recovery; Environment and Energy; and HIV/AIDS.

UNDP helps developing countries attract and use aid effectively. In all our activities, we encourage the protection of human rights and the empowerment of women.

The annual Human Development Report, commissioned by UNDP, focuses the global debate on key development issues, providing new measurement tools, innovative analysis and often controversial policy proposals. The global Report's analytical framework and inclusive approach carry over into regional, national and local Human Development Reports, also supported by UNDP.

UNDP supports the national governments through various means including implementation of projects. This Invitation to Express Interest (the Invitation) concerns the "Implementation Support to Ministry of Tourism and Culture on Development of Tender Dossier for Winter Tourism Corridor Project" (the Project). The aim of the Invitation is to establish a qualified pool of international and national consultants who can deliver professional services within the said project. UNDP will develop specific terms of reference for each specific assignment to be undertaken within the Project.

The Invitation will be kept open until 30.06.2009, and the applications to be made will be evaluated regularly by following the procedures set out in this Invitation and as per UNDP's rules and regulations. The first evaluation will be made on June 8, 2009. Thus applicants who want their applications be reviewed on June 8, 2009, are strongly recommended to submit their applications latest by June 5, 2008.

UNDP reserves the right for revising, updating and cancelling this invitation. Such revisions and updates might change the projects for which applications are collected, service categories, expertise areas, required qualifications, places of work etc. It is the responsibility of the potential applicants to follow the possible revisions and updates to be made to this invitation, and, if need be, renew their applications (contact information, application form, CV).

2 Background

The Government of Turkey and the European Commission are planning to finance a Project, composed of 4 components: (1) Technical Assistance (TA), (2) Supply, (3) Works and (4) Supervision. The project is planned to be implemented in three provinces (already identified).

There will be one TA contract for these three provinces.

The supply contract will allow procurement of office equipment and furniture for the 3 offices to be established in the 3 provinces (one office in each province).

The works component is envisaged to include at least 3 lots, as the works-related needs of the concerned provinces vary considerably.

Province 1

- Signposting
- Construction of a parking area
- Lightning of the parking area, designated pedestrian roads and connection roads,
- Landscape architecture (outdoor furniture, picnic areas etc.)

Province 2

- Wastewater treatment plant (for 10.000 people), and 7 km collector pipeline,
- Rehabilitation of ski runs,
- 1000 m cobblestone pavement,
- Lightning of an already established parking area (500 autos)
- Construction of a first aid unit,
- Signposting

Province 3

- Wastewater treatment plant (WTP) for 12.000 people, and 5 km collector pipeline,
- 16 km pipeline for drinking water
- Rehabilitation of ski runs,
- 1000 m cobblestone pavement,
- Landscaping and signposting
- Lightning of the landscaped area

Supervision of the aforementioned civil works contracts will be made by a company to be contracted by the Central Finance and Contracts Unit.

The local administrations in the 3 provinces have already embarked upon some preparatory studies. For instance, the detailed plans for the WTPs and the pipelines have been developed. However the quality of the documents needs to be improved and some consistency checks (including but not limited to the technologies proposed for the WTPs etc.) will need to be made.

3 Scope

The scope will cover works and supervision components. TA and supply components will be handled by the UNDP. The objective is to develop full-fledged tender dossiers (for works and supervision components) that follow the EC's procurement rules and regulations.

The consultants may be requested to provide technical assistance and advisory support services related to the area of expertise including the review of existing documentation (i.e. technical drawings, statement of works etc.) related to civil works, evaluate associated risks, assess the compliancy with construction codes, local laws, related to the civil works and construction, produce/revise technical drawings, prepare revise Bill of Quantities and cost estimates, and other available documentation. The consultants are expected to be fully aware of and experienced on European Commission's procurement (works) rules (i.e. PRAG), regulations and processes.

The consultants will be asked to sign a declaration of confidentiality, prior to start of any assignment.

Every assignment will be guided by specific terms of reference. Following is a non-inclusive list of possible functions/key results expected (non-inclusive list):

- Review technical documentation

- Produce/revise technical drawings,
- Prepare revise Bill of Quantities and cost estimates,
- Develop tender dossier as per EC's procurement rules and regulations on works (Volumes 1 - 5),
- Develop environmental impact assessment report,
- Develop feasibility report,
- Development cost-benefit analysis report,

The following is a list of service categories

#	Service Categories*
1	Developing tender dossiers that involve FIDC rules
2	Design of sewerage and potable water systems
3	Quantity surveying
4	Site surveying,
5	Design of electrical systems in buildings,
6	Conducting feasibility studies for works contracts,
7	Conducting cost/benefit analyses for works contracts,
8	Conducting environmental impact assessment,
*Additional service categories may be included by UNDP to this list.	

4 Required Qualifications

The CVs of the applicants will be evaluated against the following criteria. Meeting the following criteria would mean that the applicant will secure 70% of the maximum attainable points. If the applicants possess qualifications that are considered as “assets” such qualifications will be scored accordingly and added to the qualifying threshold scores.

4.1 General Qualifications

- University degree in architecture, related fields of engineering (civil, industrial, environmental, mechanical, electrical etc.), or administrative sciences (i.e. management, economics etc.), Asset: advance degrees.
- Proficiency in English, both spoken and written is a must. Asset: Proficiency in Turkish
- Computer-literacy (Office applications, such as word, spreadsheets etc.). Asset: ability to use technical software, related to works, construction etc.

4.2 Professional Experience

- A minimum of 5 years of professional experience is required. Asset: professional experience of more than 5 years.
- Consultants that have a minimum of 5 years of international experience (professional and/or academic experience gained in an international environment) are considered international experts; Asset: international experience of more than 5 years.

4.3 Specific Experience

The required specific experience depends on the scope of the specific assignments, details of which will be communicated through respective TORs. The following requirements are indicative and additional requirements can be included at any time by UNDP.

- Solid knowledge on the relevant rules and regulations of international institutions such as EU, UN and FIDIC, as proven by a minimum of 5 years of specific experience in developing tender dossiers that involve FIDC rules, **and/or**;
- Minimum 10 years of experience in design of sewerage and potable water systems, **and/or**;

- Minimum 5 years of experience in quantity surveying, **and/or**;
- Minimum 5 years of experience in site surveying, **and/or**;
- Minimum 10 years of experience in the design of electrical systems in buildings, **and/or**;
- Minimum 5 years of experience in conducting feasibility studies for works contracts, **and/or**;
- Minimum 5 years of experience in conducting cost/benefit analyses for works contracts, **and/or**;
- Minimum 10 years of experience in the conducting environmental impact assessment, **and/or**;
- Assets: (a) specific experience of more than the minimum requirement (number of years of specific professional experience) in the fields defined above; (b) specific experience in development of tender dossiers for EC-funded works contracts as per PRAG; (c) understanding of international procurement processes

5 Timing and Duration

Implementation of specific assignment will span across June to October 2009, with almost 80% of the work to be fulfilled in June and July 2009.

6 Place of Work

Place of work is Ankara. UNDP will not pay Daily Subsistence Allowance (DSA) for the days to be spent in the place of work (i.e. duty station).

7 Services and Facilities to be provided by UNDP

In general, UNDP will only provide the relevant project documents and background information to the consultants. The services and facilities to be provided by UNDP will be detailed in the specific terms of reference that are going to be produced by UNDP for each individual activity/assignment.

8 Payments

The payment terms and conditions will be specified in the specific terms of reference that are going to be developed by UNDP for each individual assignment.

In general, however, the followings will apply:

- No advance payments will be made,
- Payments may be made on daily (based on the number of days invested), monthly (21.75 days per month) or lump sum (against deliverables) basis .
- The consultants shall be paid in US\$ (if their country of residence is not Turkey) or in Turkish Lira (if their country of residence is Turkey).
- The amount to be paid to consultants shall be gross, and inclusive of all associated costs such as social security, pension and income tax etc.

9 Other Issues

Weekend days are not considered working days, unless used for meetings and/or reporting. The consultants must obtain their supervisors' (to be specified in the specific TOR to be developed for each assignment) clearance before working on weekend days.

International travel days are not considered working days, unless there is a project activity coinciding with the travel day. The consultants must obtain their supervisors' (to be specified in the specific TOR to be developed for each assignment) clearance before working on international travel days.

Reporting: Consultants will report to their supervisors (to be specified in the specific TOR to be developed for each assignment).

10 Application Procedures and Evaluation of Applicants

The first evaluation will be made on June 8, 2009. Thus applicants who want that their applications be reviewed on June 8, 2009, are strongly recommended to submit their applications by June 5, 2008. The expression of interests will be evaluated on a fortnightly basis and more often depending on the needs of UNDP Turkey.

UNDP Turkey reserves the right to update, revise or cancel this invitation in accordance with the emerging needs of the Country Office. It is the responsibility of the potential applicants to follow the possible revisions and updates to be made to this invitation, and, if need be, renew their applications (contact information, application form, CV).

10.1 Application

Interested individuals, especially female candidates, are encouraged to apply by sending the filled-out application form in Annex I and their CVs to ssa.proposal@undp.org.tr. The subject line of the email should read "**WTCP Expression of Interest**".

Interested legal entities (institutions, universities, companies etc. employing more than 3 persons) may also apply sending the filled-out application form in Annex II and CVs of individual consultants that will be engaged in specific assignments also to ssa.proposal@undp.org.tr. Interested legal entities should note that amount of agreements, if any, to be with UNDP will be solely based on the price proposals of the individual consultants (i.e. no additional payments in the form of overhead etc. will be made to such legal entities).

An individual whose CV is quoted by a legal entity cannot submit an individual application unless his/her relation to the concerned legal entity is discontinued.

10.2 Evaluation

Step 1: CV Evaluation and long-listing, based on the Invitation to Expression of Interest

The submitted CVs will initially be evaluated by a screening committee, composed of UNDP staff and project teams. This committee will review the applications against the minimum requirements (listed above), and develop a long-list. In order to be long-listed an applicant must meet the minimum requirements regarding general qualifications (i.e. education, language, computer literacy), must have a minimum of 5 years of general professional experience, and must meet the minimum thresholds (i.e. number of years of specific professional experience) in at least one of the categories defined in this Invitation to Express Interest. The following table will be used by the screening committee of long-listing purposes.

#	Criteria	Yes	No
1	Does the applicant meet the minimum requirements on general qualifications?		
	1.a. Education		
	1.b. Language		
	1.c. Computer literacy		
2	Does the applicant have a minimum of 5 years of general professional experience?		
3	Does the applicant have sufficient years of specific professional experience in <u>at least one</u> of the service categories (below)?		
	Min 5 years of specific experience in developing tender dossiers that involve FIDC rules		
	Min 10 years of experience in design of sewerage and potable water systems		
	Min 5 years of experience in quantity surveying		

#	Criteria	Yes	No
	Min 5 years of experience in site surveying,		
	Min 10 years of experience in the design of electrical systems in buildings,		
	Min 5 years of experience in conducting feasibility studies for works contracts,		
	Min 5 years of experience in conducting cost/benefit analyses for works contracts,		
	Min10 years of experience in the conducting environmental impact assessment,		

Price proposals will be requested from the long-listed applicants (specific guidelines will be provided to the long-listed candidates).

No verbal or written inquiries will be responded by UNDP as the list of long-listed candidates will be made available at www.undp.org.tr. As such UNDP will not inform the applicants of the status of their applications.

Step 2: CV Evaluation and short-listing, based on the specific Terms of Reference

Specific terms of reference will be developed by UNDP for each specific assignment. The specific terms of reference will be associated to at least one of the service categories (defined above). The CVs of the long-listed candidates (per service category) will be assessed against the requirements of the specific terms of reference.

In general, "General Qualifications" will carry a weight of 20%, "General Professional Experience" will carry a weight of 30% and "Specific Professional Experience" will carry a weight of 50%. In certain conditions "other considerations" can be included into the evaluation, however the weight of "other considerations" will not exceed 15%. The following table provides information on the technical evaluation criteria and their weights.

#	Criteria	Base	Max	Min
1	General Qualifications	20%	25%	15%
2	General Professional Experience	30%	35%	25%
3	Specific Professional Experience	50%	60%	40%
4	Other Considerations	0%	15%	0%

The technical evaluation for each specific assignment will be made by the project teams and relevant staff members of the UNDP and/or the representatives of UNDP's governmental counterparts as per UNDP's rules and regulations. The technical evaluation committee will establish a short-list (minimum three candidates).

Step3: Evaluation of Price Proposals

The short-list (i.e. names of the candidates and their technical scores) will be submitted to the price proposal evaluation committee, which will be composed of relevant UNDP staff members and/or project team members. The price proposal committee will open the price proposals of the short-listed candidates.

Evaluation of the price proposals may be based on (a) lowest-priced technically compliant offer or (b) cumulative analysis. The evaluation methodology will be defined in the specific terms of reference, to be developed for each specific assignment.

a. Lowest-priced technically compliant offer (point system with a minimum threshold): The contract will be awarded to the individual/entity offering the lowest price among the short-listed candidates.

b. Cumulative Analysis: Under the cumulative analysis scheme, a total score is obtained upon the combination of weighted technical (70%) and financial (30%) attributes. In this methodology, the maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other price proposals receive points in inverse proportion, as shown below.

$p = y (\mu/z)$; where

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The candidate obtaining the highest score will be determined upon adding the scores obtained from the technical component and the financial component. The price proposal evaluation committee will conclude the evaluation and send the list to the hiring unit. The following table demonstrates the final output of the evaluation process.

#	Candidates	Technical Score	Daily Rate	Financial Score	Total Score	Rank
1	Candidate 1	... pts	US\$.....	... pts	... pts	1
2	Candidate 2	... pts	US\$.....	... pts	... pts	2
3	Candidate pts	US\$.....	... pts	... pts	...
4	Candidate <i>n</i>	... pts	US\$.....	... pts	... pts	<i>n</i>

Step 4: Award of Contract

The hiring unit will send a non-binding letter of intent (Annex III) along with the specific terms of reference for the assignment to the candidate recommended for award of contract. If the candidate recommended for award of contract declines the assignment, the same process will be fulfilled for the other short-listed candidates in the order of their ranks until one of the short-listed candidates accept the assignment.

If the selected consultant has applied in his/her individual capacity through application form in Annex I, he/she will be hired under Special Service Agreement (SSA). Please see the model SSA and the general conditions (annex IV). The model SSA and its general conditions are not subject to change.

If the selected consultant has been quoted by a legal entity through application form in Annex II, a Reimbursable Loan Agreement (RLA) will be signed between UNDP and the concerned legal entity. The RLA will specify the name of the selected consultant(s). Interested legal entities should note that amount of the RLA, if any, to be with UNDP will be solely based on the price proposals of the individual consultants to be engaged in specific assignment (.e. no additional payment in the form of overhead etc. will be made). Please see the model RLA and its annexes (Annex V). The model RLA and its annexes are not subject to change.

11 Confidentiality

All applications will be kept confidential and will not be shared with 3rd parties (other than those in UNDP) without obtaining explicit consent of the applicants.

Once an agreement is signed with a consultant and/or legal entity, UNDP shall have the right to publicize the following information available: (a) name of the contractor; (b) nationality of the contractor; (c) title of the assignment; and (d) amount of the contract.

Annex I: Application Letter and Form (for individual consultants)

REF: IEI/2009/PR1

Date: .../.../200█

Dear Sir/Madam,

Through submission of this letter, along with the application form and my CV, attached thereto, I request consideration of my CV for the referred Invitation to Expression of Interest Interest (in possible consultancies). I understand that submission of this form does not guarantee procurement of my services by UNDP and that does not create any obligation for UNDP to extend/offer an assignment to me.

I have reviewed the model SSA and the general conditions thereto. I understand that SSA and its general conditions are not subject to change.

Best regards,

Name(s):

Surname:

Address:

Tel:

+

Fax:

Email:

Enc: 1. Application form
2. CV

Annex 1.a. **APPLICATION FORM**

This form will be used by UNDP Turkey for screening purposes. Information to be provided in this form will be checked against the information provided in the CVs of the applicants. UNDP may make reference checks and/or desk reviews, as required.

A1	Name	
A2	Last Name	
A3	Nationality	
A4	Date of Birth	
A5	Sex	
A6	Country of Residence	
Guidelines: A1: Please indicate your name(s) A2: Please indicate your last name(s) A3: Please indicate your nationality or nationalities A4: Please indicate your date of birth (<u>dd.mm.yyyy</u>) A5: Please indicate your sex (male/female) A6: Please indicate your country of residence (this will have implications on the currency of the contract)		

GENERAL QUALIFICATIONS

B1	Education	Doctoral degree(s): <university>; <department>; <degree>;<year of graduation> Master degree(s): <university>; <department>;<degree>;< year of graduation> Bachelor degree(s): <university>; <department>;<degree>;< year of graduation>
B2	Languages	English: Yes: No: Turkish: Yes: No:
B3	Computer Literacy	
Guidelines: B1: Please provide information on educational qualifications, starting with the highest degree obtained. B2: Please list <u>only</u> the language(s) that you can use as a <u>working language</u> . B3: Please rate the level of your computer literacy (office applications) on a scale of 1 to 5, with 5 being "Very strong"		

GENERAL EXPERIENCE

C1	Professional Experience	years	months
C2	International Experience	years	months
C3	Experience in Turkey (Y/N)		
Guidelines: C1: Please indicate the duration of your professional experience. C2: Please indicate the duration of your international experience. International experience is considered to be gained through working in an international setting/environment. C3: Please indicate whether you have experience in Turkey. Yes or No.			

SPECIFIC EXPERIENCE

	Service Category	<i>Please summarize your experience in no more than 200 words, indicate the EC-funded works contracts, for which you have provided similar services</i>
1	Developing tender dossiers that involve FIDC rules	
2	Design of sewerage and potable water systems	
3	Quantity surveying	
4	Site surveying,	

	Service Category	<i>Please summarize your experience in no more than 200 words, indicate the EC-funded works contracts, for which you have provided similar services</i>
5	Design of electrical systems in buildings,	
6	Conducting feasibility studies for works contracts,	
7	Conducting cost/benefit analyses for works contracts,	
8	Conducting environmental impact assessment,	

Annex II: Application Letter and Form (for legal entities)

(Please print this letter on your entity's letterhead)

REF: IEI/2009/PR1

Date: .../.../200█

Dear Sir/Madam,

Through submission of this letter, along with the application forms and CVs, we request consideration of

- Mr/Ms
- Mr/Ms
- *<please add additional lines if needed>*

for the referred Invitation to Expression of Interest (in possible consultancies). We understand that submission of this form does not guarantee procurement of the services of the proposed consultants' by UNDP and that does not create any obligation for UNDP to extend/offer an assignment to the proposed consultants or our organization.

We have reviewed the model RLA and its annexes (i.e. general conditions etc.). We understand that RLA and its annexes are not subject to change.

Best regards,

Organization:

Address:

Registered in:

Tel: +

Fax: +

Email:

**Number of
consultants
proposed**

Enc: 1. Application forms
2. CVs

Annex IIa. **APPLICATION FORM (this form needs to be filled for each of the proposed consultants)**

This form will be used by UNDP Turkey for screening purposes. Information to be provided in this form will be checked against the information provided in the CVs of the applicants. UNDP may make reference checks and/or desk reviews, as required.

PLEASE FILL OUT THE FOLLOWING FOR EACH CONSULTANT TO BE QUOTED

A1	Name	
A2	Last Name	
A3	Nationality	
A4	Date of Birth	
A5	Sex	
A6	Country of Residence	
Guidelines:		
<p>A1: Please indicate your name(s) A2: Please indicate your last name(s) A3: Please indicate your nationality or nationalities A4: Please indicate your date of birth (dd.mm.yyyy) A5: Please indicate your sex (male/female) A6: Please indicate your country of residence (this will have implications on the currency of the contract)</p>		

GENERAL QUALIFICATIONS

B1	Education	Doctoral degree(s): <university>; <department>; <degree>;<year of graduation> Master degree(s): <university>; <department>; <degree>;< year of graduation> Bachelor degree(s): <university>; <department>; <degree>;< year of graduation>
B2	Languages	English: Yes: No: Turkish: Yes: No:
B3	Computer Literacy	
Guidelines:		
<p>B1: Please provide information on educational qualifications, starting with the highest degree obtained. B2: Please list <u>only</u> the language(s) that you can use as a <u>working language</u>. B3: Please rate the level of your computer literacy (office applications) on a scale of 1 to 5, with 5 being “Very strong”</p>		

GENERAL EXPERIENCE

C1	Professional Experience	years months
C2	International Experience	years months
C3	Experience in Turkey (Y/N)	
Guidelines:		
<p>C1: Please indicate the duration of your professional experience. C2: Please indicate the duration of your international experience. International experience is considered to be gained through working in an international setting/environment. C3: Please indicate whether you have experience in Turkey. Yes or No.</p>		

SPECIFIC EXPERIENCE

	Service Category	<i>Please summarize your experience in no more than 200 words, indicate the EC-funded works contracts, for which you have provided similar services</i>
1	Developing tender dossiers that involve FIDC rules	
2	Design of sewerage and potable water systems	
3	Quantity surveying	
4	Site surveying,	

	Service Category	<i>Please summarize your experience in no more than 200 words, indicate the EC-funded works contracts, for which you have provided similar services</i>
5	Design of electrical systems in buildings,	
6	Conducting feasibility studies for works contracts,	
7	Conducting cost/benefit analyses for works contracts,	
8	Conducting environmental impact assessment,	

Annex III: Letter of Intent

Note: This letter of intent (not legally binding) is sent after a competitive selection process. As price is one of the key components in the selection of the supplier, negotiation of such term is not possible. This letter is sent to clarify payment terms, supplementary terms and conditions, delivery, etc.

LETTER OF INTENT (Not Legally Binding for individual consultants)

Dear Madam/Sir

Date:

We are pleased to inform you that it is our intention to award a Contract to you for *<specific assignment>* generally in accordance with your offer dated ___/___/___ as amplified by your letters dated ___/___/___.

A formal Contract will be issued to you if agreement is reached on the following points:

- Specific Terms of Reference,
- Contract Price (*number of days multiplied by the proposed daily fee rate – not negotiable*)
- Payment Terms (*please see terms of reference - not negotiable*)
- Conditions of the Contract (*please see the terms of reference, the SSA and the general conditions thereto - not negotiable*)
- _____ (*any other issue/business not covered elsewhere*)

Do not start any work until we have signed the formal Contract. Nothing in this letter shall be taken to form a binding legal Contract. This document is subject to Contract and is not legally binding.

Please acknowledge receipt of this letter.

Sincerely,

Note: This letter of intent (not legally binding) is sent after a competitive selection process. As price is one of the key components in the selection of the supplier, negotiation of such term is not possible. This letter is sent to clarify payment terms, supplementary terms and conditions, delivery, etc.

LETTER OF INTENT
(Not Legally Binding for legal entities)

Dear Madam/Sir

Date:

We are pleased to inform you that it is our intention to award a Contract to you for *_<specific assignment>_* generally in accordance with your offer dated __/__/__ as amplified by your letters dated __/__/__.

A formal Contract will be issued to your organization for engagement of the following consultants that you quoted

- Name of consultant, rate US\$
- Name of consultant, rate US\$
- ...

if agreement is reached on the following points:

- Specific Terms of Reference,
- Contract Price (*number of days multiplied by the proposed daily fee rate – not negotiable*)
- Payment Terms (*please see terms of reference - not negotiable*)
- Conditions of the Contract (*please see the terms of reference, the SSA and the general conditions thereto - not negotiable*)
- _____ (*any other issue/business not covered elsewhere*)

Do not start any work until we have signed the formal Contract. Nothing in this letter shall be taken to form a binding legal Contract. This document is subject to Contract and is not legally binding.

Please acknowledge receipt of this letter.

Sincerely

Annex IV: Model Special Service Agreement and General Conditions of Special Service Agreement

UNITED NATIONS DEVELOPMENT PROGRAMME



Special Service Agreement

No _____

MEMORANDUM OF AGREEMENT MADE THIS ____ day of ____ 20__ between the United Nations Development Programme (hereinafter referred to as "UNDP") and _____ (hereinafter referred to as "the Individual contractor") whose address is _____

WHEREAS UNDP desires to engage the services of the Individual contractor on the terms and conditions hereinafter set forth, and:
 WHEREAS the Individual contractor is ready and willing to accept this engagement of services with UNDP on the said terms and conditions,
 NOW, THEREFORE, the Parties hereby agree as follows:

1. Nature of services

The Individual contractor shall perform the following services as described in the Terms of References attached hereto as (*Annex 1*).

Duty Station(s): _____.

Itinerary: _____.

If travel is required and authorized by UNDP, and an airline ticket is not provided by UNDP, the Individual contractor is entitled to reimbursement of airfare for the above itinerary, upon presentation of used ticket stubs in an amount not to exceed the economy class fare or excursion fare, if applicable. The Individual contractor will receive a daily subsistence allowance at United Nations authorized base rates when traveling outside: _____ Other necessary travel related expenses approved by UNDP, may be reimbursable on the basis of UNDP's current practice and authorized rates.

2. Duration of Agreement

This Agreement shall commence on the ____ day of _____ 20__, and shall expire upon satisfactory completion of the services described above, but not later than the ____ day of _____ 20__, unless sooner terminated in accordance with the terms of this Agreement. This Agreement is subject to the General Conditions for SSA which are posted at _____ and are incorporated herein by reference (*Annex II*).

3. Consideration

As full consideration for the services performed by the Individual contractor under the terms of this Agreement, UNDP shall pay the Individual contractor upon certification by _____ that the services have been satisfactorily performed, the sum of _____.

This payment should be made on the following basis, as the case may be:

Daily	Weekly	Currency:	Total fee:
Monthly	Lump Sum		

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s). The fee is payable on satisfactory completion of the Agreement. For payment in installments, certification of satisfactory performance at each phase is required.

PHASE	AMOUNT

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4. Rights and Obligations of the Individual contractor

The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.

The Individual contractor has submitted a Statement of Good Health and confirmation of immunization;

5. Beneficiary

The Individual contractor selects _____ as beneficiary of any amounts owed under this Agreement in the event of death of the Individual contractor while performing services hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

By signing below, I, the Individual contractor acknowledge and agree that I have read and accept the terms of this Agreement, including the General Conditions for SSA set forth on the website at _____ which form an integral part of this Agreement, and that I have been provided with a copy of, have read and understood, and agree to abide by the standards of conduct set forth in the Secretary-General's bulletins ST/SGB/2003/13 of 9 October 2003, entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" and ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission".

AUTHORIZING OFFICER: DATE
United Nations Development Programme

SUBSCRIBER: DATE

**UNITED NATIONS DEVELOPMENT
PROGRAMME
GENERAL CONDITIONS OF CONTRACTS FOR
THE
SPECIAL SERVICES AGREEMENT**



1. LEGAL STATUS

The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of the UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Agreement shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and the UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. STANDARDS OF CONDUCT

In General: The Individual contractor shall neither seek nor accept instructions from any authority external to the UNDP in connection with the performance of its obligations under the Agreement. Should any authority external to UNDP seek to impose any instructions on the Agreement regarding the Individual contractor’s performance under the Agreement, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Agreement or otherwise related to its obligations under the Agreement that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Agreement with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Agreement. In the performance of the Agreement the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the SSA for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Agreement, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Subscriber shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Agreement, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Agreement. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS

Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Agreement shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Agreement or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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 Individual contractor has developed for UNDP under the Agreement 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 Agreement, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Agreement, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Agreement. 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 Individual contractor under the Agreement shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Agreement.

CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

4.

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Agreement, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Agreement. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable

before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS

If the Individual contractor is required by the UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, such travel shall be at the expense of the UNDP and shall be governed by conditions equivalent to the relevant provisions of the 100 series of the United Nations Staff Rules (chap. VII). Such travel shall be at economy care when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by the UNDP or connected with the performance of the Agreement. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Agreement while the Individual contractor is traveling at UNDP expense or is performing any services under the Agreement in any offices or premises of the UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy.

PROHIBITION ON ASSIGNMENT; MODIFICATIONS

6.

The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Agreement, of any part thereof, or of any of the rights, claims or obligations under the Agreement except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of agreement concerning any goods or services to be provided under the Agreement shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto, unless any such undertakings, licences or other forms of agreement are the subject of a valid written undertaking by UNDP. No modification or change in the Agreement shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Agreement signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

7. SUBCONTRACTORS

In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Agreement, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Agreement.

USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

8. The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of the UNDP, in connection with its business or otherwise without the written permission of UNDP.

INDEMNIFICATION

9. The Individual contractor shall indemnify, defend, and hold and save harmless the UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Agreement, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE

The Subscriber shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Agreement. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Agreement, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Agreement. The Subscriber acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Agreement.

11. ENCUMBRANCES AND LIENS

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

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Agreement. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Agreement. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Agreement.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Agreement, UNDP shall have the right to suspend or terminate the Agreement on the same terms and conditions as are provided for below, under "Termination", except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Agreement in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Agreement that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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 Agreement.

13. TERMINATION

Either party may terminate the Agreement, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of agreements for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Agreement. UNDP may, without prejudice to any other right or remedy available to it, terminate the Agreement forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or

liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor ; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Agreement.

In the event of any termination of the Agreement, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Agreement to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Agreement as of and following the date of receipt of such notice;

(c) deliver all completed or partially completed plans, drawings, information and other property that, if the Agreement had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Agreement that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Agreement, UNDP shall only be liable to pay the Individual contractor compensation on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Agreement. Additional costs incurred by UNDP resulting from the termination of the Agreement by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

14. NON-EXCLUSIVITY

UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Agreement, from any other source at any time.

15. TAXATION

Article II, section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Agreement, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

16. SETTLEMENT OF DISPUTES

Amicable Settlement: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the parties in writing.

Arbitration: Any dispute, controversy or claim between the parties arising out of the Agreement, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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 Agreement, order the termination of the Agreement, 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 Agreement, 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 Agreement, 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. PRIVILEGES AND IMMUNITIES

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

Reimbursable Loan Agreement

UNDP REIMBURSABLE LOAN AGREEMENT (RLA)

Date of Agreement:

Contract Reference:

Vendor
No.:

MEMORANDUM OF AGREEMENT between the **UNITED NATIONS DEVELOPMENT PROGRAMME** (hereinafter referred to as “UNDP”) and
-----(hereinafter referred to as “The Company”)

Whose Address
is:

Whereby the Company will provide the
services of

The Company accepts this engagement of service with UNDP according to the terms and conditions hereinafter set forth.

1. Duties of Consultant

The company shall make available (hereinafter called “The Consultant”)

who shall perform the duties according to the attached Terms of Reference, which shall form an integral part of this agreement. The services will be performed principally at Ankara_

2. Duration of Agreement

For a maximum duration of This agreement shall commence on and shall expire no later than

3. Consideration

- a) For the services performed by the Company under the terms of this agreement and subject to the provisions of Article 5 below, UNDP shall

reimburse the Company the sum of: (amount in words).

Gross Per Day Worked Gross Lump Sum Equal Payments Other

- b) Other Reimbursable Items: Airfare DSA Terminal Expenses Others

c) The Company will provide UNDP with the enclosed [UNDP Certification of Payment Form](#)(s) to claim payments per subsection 3a.

d) The Company will provide a Company invoice (attaching receipts) to claim Other Reimbursable Items per subsection 3

e)The Company will submit UNDP Certification of Payment Form and Company Invoices to

UNDP Office at

- f) Payments made in a currency other than US dollars will be made at the UN operational rate of exchange in effect on the day of payment and the Company will incur charges related to the payment. The Company is responsible for any taxes levied on the monies received under this agreement.

4. Rights and Obligations

- a) It is understood that the obligations of UNDP are limited to those expressly provided for in this agreement.
- b) This agreement shall not in any respect confer upon the Consultant the status of staff member of the UNDP.
- c) The Company will make available the services of the Consultant for the period noted above, and will remain responsible for actual payment of salaries, taxes and any other overhead administrative charges.
- d) It is understood that the Company will provide insurance and medical coverage for the Consultant. In particular, the Company will remain responsible for insuring the Consultant in the event of accident, illness, or death, whether or not such event occurs during service with UNDP.
- e) The rights and obligations of the Company are strictly limited to the terms and conditions of this agreement. Accordingly, the Company shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this agreement.
- f) The Company shall be solely liable for claims by third parties arising from negligent acts or omissions by the Company/Consultant in the course of performing this agreement, and under no circumstances shall UNDP be held liable for such claims by third parties.
- g) The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in UNDP.

5. Standard Conditions

UNDP standard conditions of procuring services shall apply to this agreement (Attachment A).

6. Effectiveness

This contract shall become effective on the date of signing of this Memorandum of Agreement, the execution by of the Consultant of the Side Letter (Attachment B), affirming his/her personal obligation to abide by the Covenants stipulated therein. This contract shall be in full force and effect until the services have been completed and all payments therefore have been made.

In witness whereof, the parties hereto agree with the terms and conditions of the agreement:

(The Company)

Date

UNDP

Date

Please return a copy of this agreement to:

**GENERAL CONDITIONS
FOR UNDP REIMBURSABLE LOAN AGREEMENTS (RLA)**

Article 1 - Independent Contractor

1. The Contractor shall be considered as having the legal status of an independent contractor. The Employees of the Contractor shall not be considered in any aspect as being officials or staff members of the United Nations Development Programme. The Contractor shall be solely responsible for all claims by such persons arising out of or in connection with their agreement by the Contractor. The Contractor shall inform such persons of the foregoing.

Article 2 - Contractor's General Responsibilities

1. The Contractor shall perform its obligations under the RLA with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
2. The Contractor shall act at all times so as to protect, and not be in conflict with, the interests of UNDP.
3. The Contractor shall be responsible for the services performed by its Employees. To this end, and without limiting the generality of the foregoing, the Contractor shall select reliable individuals who will perform effectively in the implementation of the RLA, respect the local customs and conform to a high standard of moral and ethical conduct.
4. The Contractor shall respect and abide by all applicable laws and regulations of the country in which the obligations under this RLA are to be performed, and shall take all reasonable measures to ensure that its Employees do so.

Article 3 - Assignment of Personnel

1. Other than persons specifically named in this RLA, no person shall be assigned by the Contractor to perform services in connection with this RLA until after the Contractor has notified the UNDP of the identity of such proposed persons and has provided the UNDP with their curricula vitae, and the UNDP has notified the Contractor of its approval of such assignments.

Article 4 - Removal of Personnel

1. If in the opinion of the UNDP any of the Contractor's Employees prove themselves incapable of substantially carrying out their duties and/or are fundamentally unsuitable for the services, it shall be at the discretion of the UNDP to decide if and when the employment of such Contractor's employees under the RLA shall be terminated and the Contractor be required to replace him. In this event the Contractor shall, on receipt of instructions from the UNDP, comply forthwith and shall assign new persons in accordance with the provisions of Article 3.
2. Such withdrawal or replacement shall not be a cause for suspension of the RLA.
3. Any costs or expenses resulting from any withdrawal or replacement of persons pursuant to paragraph 1 of this Article 4 shall be borne by the Contractor.

Article 5 - Indemnification and Insurance

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

of this RLA. This provision shall extend to claims and liability in the nature of workmen's compensation claims and those arising out of the use of patented inventions or devices.

2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance to cover its Employees and any claims for death, bodily injury or damage to property arising from the execution of this RLA. The Contractor represents that the liability includes possible subcontractors.

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3. The Contractor shall ensure that all policies of insurance referred to above, other than workmen's compensation, shall name the UNDP and, where appropriate, subcontractors concerned, as additional insured parties.
4. Upon request by the UNDP, the Contractor shall provide evidence, to the reasonable satisfaction of the UNDP, of the insurance referred to above and shall give the UNDP reasonable advance notice of any proposed changes related to such insurance.
5. The UNDP undertakes no responsibility to provide life, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any persons performing services in connection with this RLA.

Article 6 - Sickness and Accident

1. If the Contractor's Employees fall sick in the period during which they are engaged on the RLA, the UNDP shall not be responsible for arranging or paying for medical treatment and attention.
2. The UNDP shall not be required to pay for the services of the Contractor's Employees for any period that the Contractor's Employees are incapacitated by sickness.
3. If in the opinion of the UNDP, any of the Contractor's Employees either has been or will be incapacitated by sickness for an unreasonable period or period then, and in that case, it shall be at the discretion of the UNDP to decide if and when the employment of the Contractor's Employee under the RLA shall be terminated and the Contractor be required to replace him. In this event, the Contractor shall on receipt of instructions from the UNDP comply forthwith and shall substitute for the Employee whose services are so terminated another and satisfactory person and the whole costs of such replacements shall be at the Contractor's expense.

Article 7 - Encumbrances

1. The contractor shall not cause or permit any lien, attachment or other encumbrance by any third party 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 services rendered in connection with this RLA, or by reason of any claim or demand against the Contractor.

Article 8 - Source of Instructions

1. The Contractor shall neither seek nor accept instructions from any authority external to the UNDP in connection with the performance of its services under this RLA. The Contractor shall refrain from any action which may adversely affect the UNDP and shall fulfill its commitments with the fullest regard for the interest of the UNDP.

Article 9 - Prohibition of Conflicting Activities

1. The Contractor and its personnel admitted into the country to perform services under this RLA shall not engage in any conflicting business or other activity in the country in which the services are to be performed, or accept paid employment in contravention with the laws of the country.

Article 10 - Officials not to Benefit

1. The Contractor warrants that no official of the UNDP has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this RLA or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this RLA.

Article 11 - Records, Accounts, Information and Audit

1. The Contractor shall maintain accurate and systematic records and accounts in respect of the performance of its obligations under this RLA.
2. The Contractor shall furnish, compile and make available at all reasonable times to the UNDP any records, accounts or other information, oral or written, which the UNDP may reasonably request in respect of the performance by the Contractor of its obligations under this RLA.

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3. The Contractor shall allow the UNDP to inspect and audit such records, accounts or other information upon reasonable notice.

Article 12 - Confidential Nature of Documents

1. All maps, drawings, photographs, plans, manuscripts, records, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this RLA shall be the property of the UNDP, shall be treated as confidential and shall be delivered only to the authorized UNDP officials on completion of work under this RLA.
2. The Contractor may not communicate at any time to any other person, government or authority external to the UNDP, any information known to it by reason of its association with the UNDP which has not been made public except with the authorization of the UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this RLA with the UNDP.

Article 13 - Copyright, Patents and other Proprietary Rights

1. 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 documents and other materials which bear a direct relation to or are prepared or collected in consequences or in the course of the execution of this RLA. The Contractor, at the UNDP's request shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring the same to the UNDP in compliance with the requirements of the applicable law.

Article 14 - Use of Name, Emblem or Official Seal of the UNDP

1. The Contractor shall not advertise or otherwise make public the fact that it is a contractor with the UNDP. Also the Contractor shall, in no manner whatsoever use the name, emblem or official seal of the UNDP or any abbreviation of the name of the UNDP in connection with its business or otherwise. This obligation does not lapse upon termination of the RLA.

Article 15 - Contractor's Default

1. If the Contractor shall fail to carry out the Services or any part thereof with due diligence and expedition, or shall refuse or fail to comply with any reasonable order given to it in writing by the UNDP, the UNDP may immediately give notice in writing to the Contractor to make good such failure or contravention.
2. Should the Contractor fail to comply with the notice referred to in Sub-Clause 15.1 either within seven days from receipt of such notice, or otherwise within such times as may be reasonably necessary for making it good, the UNDP without prejudice to any other right it may have under the RLA may, subject to the prior notification of the Contractor
 - (a) employ others to carry out that part of the Services which the Contractor shall have failed to carry out, or
 - (b) take the Services in whole or in part out of the Contractor's hands and recontract with others as may be appropriate.
3. If the cost to the UNDP of employing others to carry out part or all of the Services in accordance with Sub-Clause 15.2. exceeds the amount which would have become payable to the Contractor had it completed that part or all of the Services, then the UNDP shall have the right to charge such excess cost to the Contractor. The UNDP shall also have the right to retain part or all of any sum which would otherwise be due to the Contractor under the RLA and set such sum against the excess due from the Contractor.
4. If the Contractor fails to carry out the Services in part or in whole, the Contractor shall refund to the UNDP any advance payment made in respect of that portion of the Services not carried out.
5. Nothing in this Clause shall, in the event of a malfunction, prevent emergency action being taken by the UNDP to meet operational requirements but, if such actions result in the UNDP incurring additional costs in carrying out the Services, such reasonable costs shall be reimbursed to the Contractor by the UNDP provided such emergency action is not taken as a result of failure by the Contractor.

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Article 16 - Security, Audits and Investigations, Anti-Terrorism

Following several consultations with the UNDP Security Unit, the Office of Audit and Performance Review, the Division for Resource Mobilization, we are pleased to issue the new versions of the UNDP [Institutional Contract](#), [Model Contract for Professional Consulting Services](#), [Standard Project Cooperation Agreement between UNDP and a Non-Governmental Organization](#) and the Legal Context of the Project Document for CPAP countries and non-CPAP countries (updated version will be available soon. For further inquiries please contact dien.le@undp.org). Translations in French and Spanish will follow shortly.

The purpose of the modifications is to clarify UNDP's right to audit its contractors, security responsibility of our partners, and responsibility to ensure that our partners are not providing UNDP resources to terrorist organizations.

The clauses have been modified as follows:

Article 17 - Audits and investigations:

17.1- 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.

17.2- 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.

Article 18 - Anti-terrorism:

- 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.

Article 19 - Security:

19.1 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.

19.2 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.

19.3 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 3.1 above.

Article 20 - Termination for Insolvency

1. The UNDP may at any time terminate the RLA by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UNDP.

Article 21 - Termination for Convenience

1. The UNDP, may by written notice sent to the Contractor, terminate the RLA, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UNDP's convenience, the extent to which performance of Services under the RLA is terminated, and the date upon which such termination becomes effective. This shall be no fewer than 30 days from the date of the letter issued by the UNDP detailing its intent to terminate the RLA.
2. In the event of any termination no payment shall be due from the UNDP to the Contractor except for the Services satisfactorily performed in conformity with the expressed terms of this RLA.

Article 22 - Force Majeure

1. The Contractor shall not be liable for termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the RLA is the result of the event of Force Majeure.

2. For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the UNDP either in its sovereign or contractual capacity, wars, fires, floods, epidemics, quarantine restrictions.
3. If a Force Majeure situation arises, the Contractor shall promptly notify the UNDP in writing of such condition and the cause thereof. Unless otherwise directed by the UNDP in writing, the Contractor shall continue to perform its obligations under the RLA as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If the Contractor is rendered permanently unable, wholly or in part, by reason of Force Majeure to perform its obligations under this RLA, the UNDP shall have the right to suspend or terminate this RLA with a period of notice to the Contractor of seven (7) days.

Article 23 - Arbitration

1. Any controversy or claim arising out of, or in connection with this RLA or any breach thereof, shall unless it is settled amicably by direct negotiation, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce ICC (where contract activities are conducted outside the United States of America) or the American Arbitration Association AAA (where the contract activities are more closely connected with the United States of America) which shall also serve as the Appointing Authority under the Rules.
2. All parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim.

Article 24 - Privileges and Immunities

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

Article 25 - Tax Exemption

1. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN including its subsidiary organs, such as the UNDP, are exempt from all direct taxes and from custom duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes the UNDP to deduct from the Contractor's invoice any amount representing such taxes or duties. Payment of such corrected invoiced amount shall constitute full payment by the UNDP. In the event any taxing authority refuses to recognize the UNDP exemption from such taxes, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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Article 26 - Amendments

1. No modification of or change in this RLA, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this RLA or their duly authorized representatives in the form of an amendment to this RLA signed by the parties hereto.

UNDP Office

Address

Dear Sir/Madam:

Subject: **Undertaking by the Consultant**

1. I refer to para 6 of the Reimbursable Loan Agreement between **DRT Yeminli mali Musavirlik ve Bagimsiz Denetim A.S.** and UNDP, dated **27 April 2009**.
2. I affirm any personal obligation to comply with undertaking as contained in the covenants applicable to the consultant in the Standard Conditions of the Contract. I also affirm that my employment in connection with the contract will include, as my personal obligation, continued cooperation with UNDP after the conclusion of the Reimbursable Loan Agreement to the extent necessary to clarify or explain any report or recommendations made by me. This obligation shall be independent of my obligation **DRT Yeminli mali Musavirlik ve Bagimsiz Denetim A.S.** under our employment contract.
3. I understand that UNDP's confirmation of this side letter is necessary to make the Reimbursable Loan Agreement effective.

Sincerely yours,

Consultant

Confirmed: _____

UNDP

Certification of Payment

1. For Personnel use only

Name: Contract No.:
Project Number: Fee: (per diem)
Project Title: Duration:
Starting Date: Expiry date: Expected number of work days per week:
Nationality: Vendor No.:
Allotment Number(s): Index no.:
MOD Number(s):

2. To be completed by the subscriber

Please type or print and **mail original and first and second copies**, along with your travel claim upon completion of travel, to: United Nations Development Programme, One United Nations Plaza, New York, NY 10017.

Attention: (*Finance Officer*)

Room No.:

I certify that the dates indicated below are an accurate account of the services and duties performed under the terms of this contract.

Countries visited	Dates worked		No. of days worked	Total Payable
	From	To		

Please note that payment will be made in the currency of the subscriber's usual residence, unless otherwise indicated in Article 3 of the Special Service Agreement, or paragraph 2 of the Reimbursable Loan Agreement. Payments in other than US dollars will be made at the UN operational rate of exchange in effect at the time payment is made. Bank charges related to payment will be borne by the subscriber.

Please make payment as indicated below:

Name of Bank:

Account title:

Address:

Account number:

Social Security or Tax Identification No.:
(if applicable)

Currency of Account:

Signature:

Date:

3. To be completed by Area/Requesting Officer

Please check appropriate box

Final report accepted

Assessment sheet attached:

Final report not accepted

Second Assessment to be added:

I certify that the work was satisfactorily performed during the above mentioned dates.

Signature: _____

Date:

Name:

4. To be completed by the Certifying Officer

Please process the payment of

to the subscriber in accordance with the payment instructions given above.

Travel Claim received

Certifying Officer

Certifying Bureau/Division

Date