



# Request for Proposal (Services)

**BID-xxx-SRV-xxx/xx**

# 1. Invitation Letter

## Procurement Section of the SRTF

Date:	Xxx
Procurement Ref.:	Xxx
Project No.:	Xxx
Project Title:	Xxx
Implementing Entity:	Xxx
Representing Purchaser:	SRTF for Management Services - Jordan LLC

## Request for Proposals for “xxx”

The SRTF Management Services-Jordan LLC representing **the Implementing Entity**, legally established in Syria, invites your proposal for the item(s) described above.

The **mentioned Implementing Entity** has received financing from the Syria Recovery Trust Fund administered by the SRTF for Management Services-Jordan LLC and intends to apply the proceeds of this financing to eligible payments under the contract for which this Request for Proposals is issued. This procurement process will be conducted in accordance with the SRTF Operations and Procurement Manuals and the procedures described herein, which, in any case, prevail.

Please find enclosed the following documents, which constitute, together with this invitation letter, the Bidding documents:

1. The Terms of Reference
2. The Template of the Financial Proposal
3. The Template of the Contract

## Bid Data

<b>Date of Deadline:</b>	Xxx
<b>Time of Deadline:</b>	13:00 (Jordan Time)
<b>Address of the Purchaser:</b>	Procurement Section of SRTF King Abdullah II Street, 367, Khaled Al Daoud centre 2 <sup>nd</sup> floor, Amman - Jordan
<b>Telephone:</b>	+962 6 5868411 or +962 6 5868412
<b>Email for Clarifications:</b>	<a href="mailto:procurement@srtfund.org">procurement@srtfund.org</a>
<b>Deadline for Clarifications:</b>	Xxx
<b>Inner and Outer Envelope Marking</b>	The Name and Address of the Bidder on all Envelopes Bid No.: <b>BID-xxx-SRV-xxx/XX</b> Bid Name: <b>xxx</b>

**Eligible Countries:** Eligibility for the Provision of Goods, Works and Services in SRTF-Financed Procurement

1. In accordance with applicable SRTF Procurement Guidelines SRTF permits firms and individuals from all countries to offer goods, works and services for SRTF-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
  - i. participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or
  - ii. any import of goods from that Country or any payments to persons or entities in that Country is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor government; or
  - iii. the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition
2. For the information of bidders with reference to (i) and (ii) above, at the present time SRTF Donors are the following: Federal Republic of Germany, the United Arab Emirates, the United States of America, Kingdom of Denmark, Kingdom of Sweden, Republic of Finland, Japan, the United Kingdom, State of Kuwait, French Republic, Italian Republic, The Netherlands, Republic of Turkey and the Hashemite Kingdom of Jordan as the host Countries, and the German Development Bank KfW as the Trustee.

In case SRTF for Management Services-Jordan LLC signs the Contract on behalf of and in the name of the Purchaser, the Purchaser is responsible and liable for its obligations in the execution of the Contract.

Best regards,

SRTF for Management Services-Jordan LLC

## 2. Instructions to Bidders

<b>Contract Specifications</b>	<p><b>1. Nature of the contract:</b> Lump Sum Contract</p> <p><b>2. Description of the contract:</b> xxx</p> <p><b>3. Number and titles of lots:</b> xxx</p>
<b>Terms of Participation</b>	<p><b>4. Eligibility</b> Participation in Bidding is open to the invited entities/individuals and partners selected by them. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions herewith specified. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Services or Goods. Bidders may submit bids, if none of the following reasons for exclusion apply:</p> <ul style="list-style-type: none"> <li>i. Participation of a bidder (or any of its personnel) is ruled out by sanctions issued by the UN Security Council, the EU, the US or any other Donor supporting the SRTF. The list of Donors supporting the SRTF are the following ones: Federal Republic of Germany, the United Arab Emirates, the United States of America, Denmark, Sweden, Finland, Japan, the United Kingdom, Kuwait, France, Italy, The Netherlands, Turkey as the host Country and the German Development Bank KfW as the Trustee</li> <li>ii. the bidder is or was involved as a consultant in the preparation or implementation of the Project. The same applies to an enterprise or an individual that is closely connected to the bidder under a company group or a similar business link, or to several enterprises or individuals associated correspondingly; or</li> <li>iii. the bidder is legally barred from the procurement process in its own or any Donor country or the country of the contracting agency on the grounds of previous violations of regulation on fraud and corruption; if the bidder is legally barred from the procurement process in Syria, the exclusion shall only be considered, if it is officially recognized by the National Coalition; or</li> <li>iv. the bidder or sub-contractors to be contracted for considerable portions of the contract are enterprises economically intertwined with the Implementing Entity in the host country; or</li> <li>v. A Bidder and its subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as “Specially Designated Nationals” or subject to sanctions by the EU.</li> </ul> <p><b>5. Number of applications</b> No more than one application can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a Joint Venture submitting an application). In the event that a natural or legal person submits more than one application, all applications in which that person has participated will be excluded.</p> <p><b>6. Grounds for exclusion</b> Bidders must submit a signed declaration, included in the Application of the Bidder, to the effect that they are not in any of the situations listed in clause 4 above.</p>

	<p><b>7. Number of Bids</b>  <b>Bidders may submit only one Bid.</b> Bids for parts of a lot will not be considered. Bidders may not submit a Bid for a variant solution in addition to their Bid.</p> <p><b>8. Performance Security</b>  Performance security is not requested.</p> <p><b>9. Bid validity</b>  Bids must remain valid for a period of one hundred and twenty (120) days after the deadline for submission of Bids.</p> <p><b>10. Period of implementation of tasks</b>  Timeframe of the assignment is 8 months after inception date.</p>
<p><b>Qualification, Selection and Award Criteria</b></p>	<p><b>11. Qualification criteria</b></p> <ul style="list-style-type: none"> <li><b>i. Economic and financial capacity of bidder</b>  Not requested.</li> <li><b>ii. Technical experience of candidate</b>  As per requirements in Section II, the Terms of Reference</li> </ul> <p><b>12. Selection criteria</b></p> <ul style="list-style-type: none"> <li><b>i. Proposed expert</b>  The Candidate that will have the contract awarded will have to provide copies of the university degrees, professional certificates if required of the proposed experts as well as certifications proving the professional experience included in the CVs of the experts for the last ten years or since the beginning of the professional career in case the expert has less than ten years of professional experience. In duly justified cases, the experts can provide self-certifications</li> </ul> <p><b>13. Award criteria</b>  Compliant offer and reasonable price.</p>
<p><b>Bidding and Contracting</b></p>	<p><b>14. Request for Proposal documents</b>  The request for proposal documents are attached to this letter and consist of a ToR and a financial proposal.</p> <p>Bidders with questions regarding this request for Proposal should send them in writing to the implementing entity or to SRTF on the email specified in the Invitation Letter.</p> <p><b>15. Modifications to request for proposals documents</b>  The Contracting Authority may amend the request for Proposal documents by delivering modifications up to last day before the deadline for submission of Proposals.</p> <p>Each modification delivered to the Bidders will constitute a part of the request for Proposal documents.</p> <p>The Contracting Authority may, as necessary, extend the deadline for submission of Proposals to give Bidders sufficient time to take modifications into account when preparing their Proposals.</p>

<p><b>Bidding and Contracting</b></p>	<p><b>16. Content and presentation of proposal</b> The financial proposal comprises the budget form duly filled in each part</p> <p><b>17. Sealing, marking and submission of Proposals</b> The complete proposal must be submitted in a closed envelope, addressed to the Procurement Section of the SRTF as specified in the Invitation Letter under Bid Data. <b><u>Email submission is acceptable.</u></b></p> <p><b>18. Evaluation of Proposals</b> The Contracting Authority reserves the right to ask a Bidder to clarify any part of this offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the proposal.</p> <p>The Contracting Authority reserves the right to check information submitted by the Bidder if the evaluation committee considers it necessary.</p> <p>i. <b>Examination of the administrative conformity of Proposals</b> The aim at this stage is to check that Proposals comply with the requirements of the request for proposal documents. A proposal is deemed to comply if it satisfies all the conditions, procedures and specifications in the request for proposal documents without substantially departing from or attaching restrictions to them. Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the request for proposal documents, limit the rights of the Contracting Authority or the Bidder's obligations under the contract or distort competition for Bidders, whose proposals do comply. Decisions to the effect that a proposal is not administratively compliant must be duly justified in the evaluation minutes. The evaluation committee will check that each Bid:</p> <ul style="list-style-type: none"> <li>– has been properly signed;</li> <li>– has complete information;</li> <li>– substantially complies with the requirements of the request for proposal documents.</li> </ul> <p>If a proposal does not comply substantially with the requirements of the administrative compliance grid, it may be rejected by the evaluation committee.</p> <p>ii. <b>Technical evaluation</b> The evaluation committee will assess whether the CV of the proposed candidate substantially fulfils the requirements.</p> <p>iii. <b>Financial evaluation</b> The Evaluation Committee checks whether the financial proposal is under or equal to the thresholds included in the budget. The financial evaluation will have to identify the best financial offer, i.e. the lowest compliant price. In case there is not a financial proposal, the proposal is rejected.</p> <p><b>19. Notification of award, contract clarifications</b> Prior to the expiration of the period of validity of proposals, the Contracting Authority will notify the successful Bidder, in writing, that its proposal has been selected. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the Bidder must prepare himself to reply. This clarification will be confined to issues that had</p>
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no direct bearing on the choice of the successful proposal. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful Bidder:  
Evidence of the technical experience according to the selection criteria specified in subsection 15 and 16 above will be requested unless satisfactory documents are already submitted:

If the successful Bidder fails to provide this documentary proofs or statements within 30 calendar days following the notification of award or if the successful Bidder is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the proposal to the next lowest Bidder or cancel the shopping procedure.

After the contract has been signed, the Contracting Authority will promptly notify the other Bidders that their proposals have not been successful.

#### **20. Contract signing**

Within six (6) days of receipt of the contract already signed by the Contracting Authority, the selected Bidder must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful Bidder will become the Contractor and the contract will enter into force.

If he fails to sign and return the contract within six (6) days after receipt of notification, the Contracting Authority may consider the acceptance of the proposal to be cancelled, claim compensation or pursue any other remedy in respect of such failure, and the successful Bidder will have no claim whatsoever on the Contracting Authority.

#### **21. Cancellation of the procurement procedure**

In the event of a procurement procedure's cancellation, Bidders will be notified by the Contracting Authority.

#### **22. Ethics clauses**

- i. Any attempt by a candidate or Bidder to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing Bids will lead to the rejection of its candidacy or Bid and may result in administrative penalties.
- ii. Without the Contracting Authority's prior written authorization, the Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- iii. When putting forward a proposal, the candidate or Bidder must declare that it is affected by no conflict of interest, and that it has no equivalent relation in that respect with other Bidders or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

	<ul style="list-style-type: none"><li>iv. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.</li><li>v. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state and adhere to the Core Labour Standards ratified by the beneficiary state.</li><li>vi. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.</li><li>vii. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.</li><li>viii. The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.</li><li>ix. The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.</li><li>x. The SRTF reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.</li><li>xi. All proposals will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.</li><li>xii. The Contractor undertakes to supply the SRTF on request with all supporting documents relating to the conditions of the contract's execution. The SRTF may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.</li><li>xiii. Contractors found to have paid unusual commercial expenses on projects funded by the SRTF are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be excluded from receiving SRTF funds.</li><li>xiv. The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the</li></ul>
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	<p>Contract, the Contracting Authority may refrain from concluding the Contract.</p> <p><b>23. Appeals</b> Bidders believing that they have been harmed by an error or irregularity during the award process may petition the Contracting Authority directly within 30 days. The Contracting Authority must reply within 90 days of receipt of the complaint. If the SRTF is informed of such a complaint, it will communicate its opinion to the Contracting Authority and do all it can to facilitate an amicable solution between the complainant (Bidder) and the Contracting Authority. Should a Contracting Authority fail to adhere to the procurement procedures agreed with the SRTF in the financing agreement, the SRTF reserves the right to refuse to finance the contract or to suspend, withhold or recover funding for the contracts concerned.</p> <p><b>24. Language of the procedure</b> All written communications for this procurement procedure and contract must be in English.</p>
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### 3. Terms of Reference

#### 1. BACKGROUND

Please note: Most of the information you need for this part of the ToR is already included in the grant application, however it is necessary to improve the language. The ToR is addressed to potential service providers that are not very interested in the general aspects of the grant project, but are very interested in the activities they will have to carry out within their project. It is therefore very important to explain briefly the project for which you require services. Indicate the problems that you expect to resolve through this service contract. Include any information that may be relevant for the contractor. For instance:

In case of supervision services, include a clear description of the construction to be supervised;

In case of project design, include a clear description of the infrastructure to be designed; In case of a feasibility study, include a clear description of the alternatives to be considered; In case of a market study, include a description of the type of data and population you are interested in.

#### 2. DESCRIPTION OF THE ASSIGNMENT

2.1. Beneficiary: <insert the name of the grant beneficiary/implementing Entity. It means that you have to insert the name of the organisation that is in charge of the Bid procedure, usually the grant beneficiary>

##### 2.2. Objectives

2.2.1. Overall Objective: <insert the specific objective included in the grant application (Concept note, summary of the action). In case of more than one specific objective, select the most pertinent one>

2.2.2. Specific Objective: <insert the objective you want to achieve by implementing this specific service contract>

Examples of specific objectives for service contracts:

In case the result to be obtained is “A technical design is ready”, the Specific Objective will be “The implementation of this service contract will make possible the preparation of a Bid dossier for works

In case the result to be obtained is “A Bid dossier for works is ready”, the Specific Objective will be “The implementation of this service contract will make possible the launch of a Bid for works”

In case the result to be obtained is “The supervision of a works contract is implemented”, the Specific Objective will be “The implementation of this service contract will make possible the regular implementation of a works contract”

In case the result to be obtained is “A feasibility study or a CBA is carried out”, the Specific Objective will be “The implementation of this service contract will help the decision makers to take a decision based on concrete data/information”

### 2.3. The expected results are as follows:

Please note: Already in the part related to the specific objective(s) of the service contracts there is a reference to possible results. Grant beneficiaries are encouraged to refer to the results to be achieved more in terms of concrete outputs instead of intangible achievements. Grant beneficiaries are requested to make an effort to list in this section of the ToR all the concrete outputs that the implementation of the activities will have to produce. Please be aware that in the contract you will have to link the payments to the concrete achievement of each of these results.

Examples of result for service contracts:

“A technical design is ready”

“Bidding Documentation for a work contract s is ready”

“A Bid evaluation has been completed and a contract can be awarded”

“A feasibility study or a CBA providing certain information is ready”

“A construction has been completed and all the claims have been addressed professionally”

“A market analysis has been completed”

### 2.4. The requested services are as follows:

Please note: The requested services are the activities to be implemented by the service provider. Also in this case, it is necessary to be quite analytical in the description of the services to be provided. At the end of the list of the services to be provided, it is necessary to insert the following sentence: “The Service provider is requested to perform any activity that is necessary in order to deliver the above mentioned results and to achieve the specific objective of the service contract”.

Examples of services to be provided:

“Elaboration of the technical design of a two kilometres long promenade in Kolasin”

“Elaboration of the Bidding Documentation for the rehabilitation of the road Aleppo - Damascus according to ICB Works”

“Participation to a Bid evaluation for works related to the realisation of a two kilometres long promenade in Aleppo”

“Elaboration of a feasibility study or a CBA providing certain information is ready”

## 3. EXPERTS PROFILE

Please note: it should be filled in per each Key expert required. Please name the key experts as follows: Key expert 1 (Team leader), Key expert 2 and so on. Please do not include more than 4 Key experts.

Key expert <insert number, in case the number is 1, please insert (Team Leader)>

He/she shall have

- <insert requested degree>

Example: a degree in engineering, or a degree in mechanical engineering, or a degree in economics, or a degree in technical disciplines and so on.

Please note: the selection of the degree is based on the need of the project. In some cases you need a specific degree, but very often you can be a bit more generic in your request.

- <insert a licence, if necessary>

Example: a licence in hydraulic engineering, or a licence in mechanical engineering, or a licence in accounting and audit, or a licence in any engineering discipline and so on.

Please note: the inclusion of licence is required only in case the legislation requires that certain activities can be carried out exclusively by licensed professional.

- at least<insert years of experience> years of experience after the completion of the University degree

Please note: Junior expert need at least 5 years of experience and senior expert at least 10 years of experience. If you need very experienced people you can ask also for 15 or 20 years of experience.

Example: at least 10 years of experience after the completion of the University degree

- <insert years of experience> in the sector <insert sector>

Please note: for some position, it is not necessary only a certain number of years of generic experience, it is necessary a certain number of years of experience in the specific sector.

Example: at least 5 years of experience in the sector of designing of bridges and dams

- carried out at least two similar assignments, i.e.:

Example: supervised at least two similar construction work under FIDIC or PRAG

Designed at least two bridges or one bridge and on dam

Prepared at least two market analysis

Prepared at least two feasibility studies or one feasibility study and one CBA

- excellent working knowledge of English, both written and spoken

The contractor will have to select additional professionals (if necessary) to properly implement this service contract.

#### **4. DURATION AND LOCATION**

##### **4.1. Duration: <insert the expected length of the assignment>**

Example: The assignment is expected to last 2 months or the assignment is expected to last 6 months or the assignment is expected to last 18 months, but in the months 7 to 18 the tasks to be implemented are very limited

Please note: the duration of the project does not mean that the experts have to work every day, it is an estimation of the time necessary to complete all the activities. For instance in the case of supervision contracts there is an intensive work during the construction and an intermittent work during the defect liability period.

Please note: in the ToR we do not insert any indication about the real starting date. We will fix it in the contract. In this way we will not link the preparation of the ToR with the timing of their use.

#### 4.2. Number of working days:

Please note: the number of working days should be included only in case of fee based contracts. In case of global price contracts the number of working days is not relevant. The SRTF encourages the grant beneficiaries to use mainly global price contracts:

1. Global price contracts are the most suitable for the activities to be implemented in Syria for the time being;
2. Global price contracts ensure that the payment is done only if the result of the project has been achieved.

In case of fee based contracts, it is enough to associate to each expert to be hired a certain number of working days, for instance:

Key expert 1: 60 working days;

Key expert 2: 30 Working days

And so on.

#### 4.3. Location of assignment: <insert the place where the assignment will have to be carried out>

Example: The assignment will be carried out in Aleppo in the premises of the municipality or The assignment will be carried out in the office of the Consultant, but periodical travels to the premises of the Contracting Authority in Aleppo are requested or

The assignment will be carried out in Aleppo, it is the duty of the Consultant to rent its office in the municipality, unless it has already one office in its availability in Aleppo or

The assignment will be carried out in the construction site in the premises offered by the construction company realising the infrastructure. The Contracting Authority may not be considered guilty or liable for the quality of these premises.

## 5. REPORTING

The following reports will have to be prepared:

Please note: Normally, in the implementation of a technical assistance project there are an inception report, progress reports each 3 to 6 months and a final report at the end of the assignment. This approach is correct, but in some cases it can be difficult to be managed by organisations with little experience in managing service contracts. We advise you to ask the above mentioned reports only if you really need. We suggest you to use this part of the ToR to strengthen your request to achieve certain results in order to link the payments to the delivery of the results.

Examples of reports:

“A report on the prepared technical design to be delivered by <insert number of days> after the beginning of the assignment”

“A report on the prepared Bidding Documentation for works according to ICB Works in English to be delivered by <insert number of days> after the beginning of the assignment”

“A report on the carried out Bid evaluation to be delivered by <insert number of days> after the beginning of the assignment”

“A report on the carried out feasibility study or a CBA to be delivered by <insert number of days> after the beginning of the assignment”

“A report after completion of the construction and of the defect liability period to be delivered by <insert number of days> after the beginning of the assignment”

“A report on the completed market analysis to be delivered by <insert number of days> after the beginning of the assignment”

## **6. CLIENT/IMPLEMENTING ENTITY’S INPUT AND COUNTERPART PERSONNEL**

(a) Services, facilities and property to be made available to the Consultant by the Client/Implementing Entity: \_\_\_\_\_ <list/specify>

(b) Professional and support counterpart personnel to be assigned by the Client/Implementing Entity to the Consultant’s team: \_\_\_\_\_  
<list/specify>

## **7. TYPE OF CONTRACT AND BUDGET**

This is a <lump sum/time based please select> contract. The total budget is equal to <insert value as per budget line(s)>. No price revision is allowed.

Please note: often the resources financing one service contract are taken from different budget lines. When the max value of the contract is established, the Contracting Authority is encouraged to check carefully the availability of funds for the specific contract. The Contracting Authorities are encouraged to check the value of the service included in the Procurement plan prepared at the beginning of the project (if they have prepared a procurement plan). Additional explanation on this issue is included in the Financial Proposal template. In the Financial Proposal template there is in fact a description of the relationships between received invoices, the terms of payment and the budget lines.

## 4. Financial Proposal

Procurement Reference: BID-590-SRV-DIR/20

Lump Sum based Contract  
(please fill the below table)

Description of Services	Total Price (EUR)
Details....	
The overhead and expenses of the service provider	

Name: -----

Date: -----

Place: -----

Signature: -----

Full address, including telephone and e-mail:

## 5. Template of Contract

### Service Contract N°<insert number>

**Project financed by: <INSERT THE NAMES OF THE ORGANIZATION FINANCING THE PROJECT>**

**<insert name and address of the grant beneficiary>**

("The Contracting Authority"),

and

<Full official Name of Contractor>

[Legal status/title]<sup>1</sup>

[Official registration number]<sup>2</sup>

[Full official address]

[VAT number]<sup>3</sup>,

("the Contractor") of the other part.

<b>Art 1: Meaning of the terms</b>	In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
<b>Art 2: Order of precedence</b>	<p>The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:</p> <ol style="list-style-type: none"> <li>a) the contract,</li> <li>b) the clarifications and corrigenda delivered before deadline</li> <li>c) the terms of reference</li> <li>d) the financial proposal</li> <li>e) the technical proposal elaborated by the successful tenderer,</li> <li>f) the clarifications agreed during the evaluation phase.</li> </ol> <p>Addenda shall have the order of precedence of the document they are modifying</p>
<b>Art 3: Subject of the contract</b>	The subject of this contract is the provision of services by the Contractor in accordance with the Terms of Reference.
<b>Art 4: Duration and period of execution</b>	<p>This contract shall run for a period of &lt;Insert the same duration as per the TOR&gt;day(s)/month(s)/year(s) starting from the signature of the contract by the latter of the two parties.</p> <p>In any case the above mentioned period is only provided as an indication and can be modified by the Contracting Authority. The Contractor shall be bound to provide all the services included in the Terms of Reference.</p>
<b>Art 5: Contract value and taxes</b>	The Contractor shall receive the amount of <insert value and currency as per financial proposal> as a remuneration for his/her work. This amount includes any applicable tax. This contract is a time based contract. The Contracting Authority will pay this amount to the Contractor's bank account in accordance with the payment terms specified under Art.7.

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable.

<sup>3</sup> Except where the contracting party is not VAT registered.



<b>Art 6: VAT Exemption</b>	Not applicable
<b>Art 7: Payment terms and associated reporting</b>	<p>All invoices will be accompanied by the relevant supporting documents indicated above.</p> <p>Fees shall be paid only for the specific services included in the approved budget. Invoices will be paid within 30 days by the Contracting Authority after approval of the received deliverables/supporting documents.</p> <p>Payments will be done on the bank account of the Contractor indicated in the financial identification form under Annex 1. Payments shall be made through direct payment from SRTF. For a Syrian contractor, exceptionally payment may be made in cash, but only if this is demonstrably unavoidable to the satisfaction of SRTF due to reasons not related to the consultant.</p>
<b>Art 8: Performance security</b>	No performance security is requested.
<b>Art 9: Replacement of experts</b>	<p>The proposed experts can only be replaced in case of force majeure (death or serious illnesses) or on the request from the Contracting Authority.</p> <p>Change of experts must be approved by the Project Manager of the Contracting Authority.</p>
<b>Art 10: Correspondence</b>	The Contractor shall submit written requests for solution of any problem encountered in the implementation of the Contract. The Contracting Authority will do its best to address the received questions.
<b>Art 11: Liability</b>	<p>1. The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Contractor while the Project is being carried out or as a consequence of the Project. The Contracting Authority cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.</p> <p>2. The Contractor shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Project is being carried out or as a consequence of the Project. The Contractor shall discharge the Contracting Authority of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the Contractor or the Contractor's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights.</p>
<b>Art 12: Conflict of interests</b>	<p>1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this Contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.</p> <p>2. Any conflict of interests which may arise during performance of this Contract must be notified in writing to the Contracting Authority without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.</p>

	<p>3. The Contracting Authority reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.</p> <p>4. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under this Contract, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff in such a situation.</p>
<p><b>Art 13: Confidentiality</b></p>	<p>1. Subject to Article 17, the Contracting Authority and the Contractor undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Contract and identified in writing as confidential until at least 5 years after the payment of the balance.</p> <p>2. The Contractor shall not use confidential information for any aim other than fulfilling their obligations under this Contract unless otherwise agreed with the Contracting Authority.</p> <p>3. The SRTF shall have access to all documents communicated to the Contracting Authority and shall maintain the same level of confidentiality.</p>
<p><b>Art 14: Visibility</b></p>	<p>1. Unless SRTF agrees or requests otherwise, the Contractor shall take all necessary steps to publicise the fact that the SRTF has financed or co-financed the Project.</p> <p>2. The Contractor shall mention the Project and the SRTF's financial contribution in information given to the final recipients of the Project, in its internal and annual reports, and in any dealings with the media.</p> <p>3. Any notice or publication by the Contractor concerning the Project, including those given at conferences or seminars, shall specify that the Project has received SRTF funding. Any publication by the Contractor, in whatever form and by whatever medium, including the internet, shall include the following statement: 'This document has been produced with the financial assistance of the SRTF. The contents of this document are the sole responsibility of &lt; Contractor's name &gt; and can under no circumstances be regarded as reflecting the position of the SRTF.'</p> <p>4. The Contractor authorises the Contracting Authority and the SRTF to publish its name and address, nationality, the purpose of the project, duration and location as well as the total cost and the rate of funding of the Project's costs. Derogation from publication of this information may be granted if it could endanger the Contractor or harm their interests.</p>
<p><b>Art 15: Ownership/use of results and assets</b></p>	<p>1. Ownership of, and title and intellectual and industrial property rights to, the Project's results, reports and other documents relating to it will be vested in the Contracting Authority.</p> <p>2. Without prejudice to Article 1, the Contractor grants the Contracting Authority (and the SRTF) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.</p>

	<p>3. The Contractor shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement this Contract.</p> <p>4. In case natural, recognizable persons are depicted in a photograph or film, the Contractor shall submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.</p>
<p><b>Art 16: Evaluation/monitoring of the project</b></p>	<p>1. If the SRTF carries out an interim or ex post evaluation or a monitoring mission, the Contractor shall undertake to provide it and/or the persons authorised by it with any document or information which will assist with the evaluation or monitoring mission, and grant them the access rights described in Article 17.</p>
<p><b>Art 17: Accounts and technical and financial checks</b></p>	<p><b>Accounts</b></p> <p>1. The Contractor shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system. The accounts:</p> <ul style="list-style-type: none"> <li>a) may be an integrated part of or an adjunct to the Contractor's regular system;</li> <li>b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;</li> <li>c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.</li> </ul> <p>2. The contractor shall ensure that any financial report can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the Contractor shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.</p> <p><b>Right of access</b></p> <p>3. The Contractor shall allow verifications to be carried out by the SRTF and any external auditor authorised by the SRTF. The Contractor has to take all steps to facilitate their work.</p> <p>4. The Contractor shall allow the above entities to:</p> <ul style="list-style-type: none"> <li>a) access the sites and locations at which the Project is implemented;</li> <li>b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;</li> <li>c) take copies of documents;</li> <li>d) carry out on the-spot-checks;</li> <li>e) Conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project;</li> </ul> <p>5. Additionally the SRTF shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the SRTF for the protection of its financial interests against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the SRTF.</p> <p>6. Access given to agents of the SRTF and to any external auditor authorised by the Contracting Authority awarding the grant to the beneficiary carrying out</p>

	<p>verifications as provided for by this Article shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject.</p> <p><b>Record keeping</b></p> <p>7. The Contractor shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Contractor shall inform the Contracting Authority of their precise location.</p> <p>8. All the supporting documents shall be available in the original form, including in electronic form.</p> <p>9. The documents referred to in this Article include:</p> <ul style="list-style-type: none"> <li>a) Accounting records (computerised or manual) from the Contractor's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;</li> <li>b) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports (if any);</li> <li>c) Proof of commitments such as contracts and order forms;</li> <li>d) Proof of delivery of services (if paid by the Contracting Authority) such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc;</li> <li>e) Proof of receipt of goods such as delivery slips from suppliers (if paid by the Contracting Authority);</li> <li>f) Proof of completion of works (if any), such as acceptance certificates;</li> <li>g) Proof of purchase such as invoices and receipts (if paid by the Contracting Authority);</li> <li>h) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor (if related to the implemented contract financed by the Contracting Authority);</li> <li>i) Proof of the regularity of the Tax management;</li> <li>j) For fuel and oil expenses (if paid by the Contracting Authority), a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;</li> <li>k) Staff and payroll records such as contracts, salary statements and time sheets (if paid by the Contracting Authority). For local staff recruited on fixed-term contracts (if paid by the Contracting Authority), details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary.</li> </ul>
<b>Art 18: Jurisdiction &amp; dispute settlement</b>	This contract shall be governed by the German law. Any legal dispute arising out of or in connection with this contract shall be finally settled by the competent courts of Jordan.
<b>Art 19: No engagement in financing terrorism</b>	The Contractor and its Subcontractors may not be engaged in financing terrorism, including providing financing or support to any persons who are designated by the U.S. Department of Treasury as "Specially Designated Nationals" or subject to sanctions by the EU.

<b>Art 20: Contracting authority's responsibility and liability</b>	Also in case SRTF for Management Services-Jordan L.L.C. signs the Contract on behalf of and in the name of the Contracting Authority, the Contracting Authority is responsible and liable for the Contracting Authority's obligations in the execution of the Contract
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**Done in <place> in two originals, one original being for the Contracting Authority and one original being for the Contractor.**

**For the Contractor**

Name:

Function:

Signature:

Date:

**For the Contracting Authority**

Name:

Function:

Signature:

Date:

# Annex 1

## FINANCIAL IDENTIFICATION

<u>ACCOUNT NAME</u>	
ACCOUNT NAME ①	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>

① *The name or title under which the account has been opened and not the name of the account holder*

CONTACT	<input type="text"/>	
TELEPHONE	<input type="text"/>	FAX <input type="text"/>
E-MAIL	<input type="text"/>	

<u>BANK</u>	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ②	<input type="text"/>

② *If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated*

### REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) ③
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DATE + SIGNATURE OF ACCOUNT HOLDER (Obligatory)
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③ *It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-hold*