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## **STANDARD LETTER OF AGREEMENT BETWEEN UNDP AND THE GOVERNMENT FOR THE PROVISION OF SUPPORT SERVICES**

1. Reference is made to consultations between officials of the National Energy Council (hereinafter referred to as “the Government - designated institution” or “Implementing Partner”) and officials of UNDP (Partner Entity) with respect to the provision of support services by the UNDP country office for the “San Salvador Low-emission Urban Development Path” Project under national implementation (NIM). UNDP and the Government hereby agree that the UNDP country office will provide such support services to the National Energy Council based on the relevant programme support document or project document, as described below.

2. The UNDP country office will provide assistance with reporting requirements and direct payment at the beginning of the implementation of the project. In providing such assistance, the UNDP country office shall ensure that the capacity of the Government-designated institution is strengthened to enable it to carry out such activities directly. The costs incurred by the UNDP country office in providing such assistance shall be recovered from the administrative budget of the project.

3. The UNDP country office will provide the following support services for the activities of the programme/project:

- (a) Identification and/or recruitment of project and programme personnel;
- (b) Identification and facilitation of capacity building activities;
- (c) Procurement of goods and services;

4. The procurement of goods and services and the recruitment of project and programme personnel by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. Support services described in paragraph 3 above shall be detailed in an annex to the programme support document or project document, and in the form provided in the Attachment hereto. If the requirements for support services by the country office change during the life of a programme or project, the annex to the programme support document or project document will be revised with the mutual agreement of the UNDP Resident Representative and the designated institution.

5. The relevant provisions of the Agreement between the Government and UNDP signed on 3<sup>rd</sup> May 1977 (the “SBAA”) - Standard Basic Assistance Agreement, including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Government shall retain

overall responsibility for the programme or project under national implementation through its designated institution. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in the attachment hereto.

6. Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.

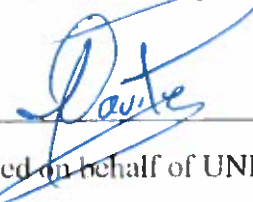
7. The manner and method of cost-recovery by the UNDP country office in providing the support services described in paragraph 3 above shall be specified in the annex to the programme support document or project document.

8. The UNDP country office shall submit progress reports on the support services provided and shall report on the costs reimbursed in providing such services, quarterly or as may be required.

9. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto. In the event UNDP makes an assessment of the Implementing Partner's capacities in the first year of implementation of the project, and such result makes a considerable improvement, this letter will be amended to reflect the new responsibilities of the parties.

10. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between your Government and UNDP on the terms and conditions for the provision of support services by the UNDP country office for the GEF funded "San Salvador Low-emission Urban Development Path" under national implementation.

Yours sincerely,



Signed on behalf of UNDP

José David Pérez

Official in Charge

For the Government

Luis Reyes

National Energy Council

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

Attachment I**DESCRIPTION OF UNDP COUNTRY OFFICE SUPPORT SERVICES**

1. Reference is made to consultations between National Energy Council, the institution designated by the Government of El Salvador, and officials of United Nations Development Programme with respect to the provision of support services by the UNDP country office for the projects that are under national implementation/execution - PIMS 5462- San Salvador Low-emission Urban Development Path.

2. In accordance with the provisions of the letter of agreement and the project document, the UNDP country office shall provide support services for the Project as described below.

<b>SUMMARY OF SUPPORT SERVICES TO BE PROVIDED BY UNDP</b>			
Support services	Schedule for the provision of the support services	Cost to UNDP of providing such support services	Amount and method of reimbursement of UNDP
1. Identification and/ or recruitment of project personnel: <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project Assistant</li> </ul>	During project implementation	As per Universal Price List (UPL) <ul style="list-style-type: none"> <li>• US 736.75</li> <li>• US 736.75</li> </ul>	UNDP will directly charge the project upon receipt of request of services from the Implementing Partner (IP)
2. Procurement of Services:  Individual consultant contracts	During Project implementation	As per UPL: <ul style="list-style-type: none"> <li>• US 286.20</li> </ul>	As above
3. Procurement of Services:  Companies contracts	During project implementation	As per UPL: <ul style="list-style-type: none"> <li>• US 659.46</li> </ul>	As above
4. Financial assistance: <ul style="list-style-type: none"> <li>• Payment Process</li> <li>• F10 Settlement</li> </ul>	During project implementation	As per UPL: <ul style="list-style-type: none"> <li>• US 44.21</li> <li>• US 40.02</li> </ul>	As above

5. Procurement of goods and services	During project implementation	As per UPL: <ul style="list-style-type: none"> <li>US 659.46</li> </ul>	As above
6. Recurrent personnel management services: Staff payroll & Banking administration & Management	During project implementation	As per UPL: <ul style="list-style-type: none"> <li>US 541.11</li> </ul>	As above
7.	During project implementation	As per UPL:	
<b>TOTAL:</b>		<b>Up to USD 25,000 from GEF grant</b>	

### 3. Description of functions and responsibilities of the parties involved:

Responsibilities for procurement of goods, services and civil works	
Preparation and review of specifications	UNDP in consultation with implementing partner.
Short-listing of suppliers	UNDP undertakes short-listing in accordance with UNDP procedures.
Bid opening	UNDP opens bids in accordance with UNDP procedures. Government may participate in ex-officio capacity if interested, subject to signing a confidentiality agreement.
Bid evaluation	UNDP evaluates bids in accordance with UNDP procedures. Government may participate in ex-officio capacity if interested, subject to signing a Declaration of Impartiality and Confidentiality. UNDP chairs the bid evaluation meeting and should be in the majority in the committee.
Review of evaluation of bids and recommendation of award	UNDP CAP, RACP or ACP committees are fully responsible in accordance with internal UNDP procedures. There is no Government participation.
Approval of award and signatory of the contract	Head of Office, Authorized UNDP official.
Making payments to suppliers or contractors	UNDP pays suppliers or contractors directly in accordance with UNDP procedures.

Responsibilities for procurement of individual contractors	
Role or area of responsibility	UNDP as responsible party under national implementation
Preparation of terms of reference	UNDP prepares terms of reference in consultation with implementing partner.

Annex K Letter of Agreement Support Services\_PIMS 5462

Participation in evaluation panel	UNDP is responsible for selection process in accordance with UNDP procedures. Government may participate in ex-officio capacity only. Evaluation panel should be established for SSA selection. Above the established threshold, CAP, RACP or ACP Committees must review the evaluation panel recommendation.
Selection of candidate	UNDP in accordance with UNDP procedures. Government may participate in ex-officio capacity only.
Contract Signature	UNDP
Supervision of consultant's work, receipt, review and acceptance of the deliverables.	Consultant reports to UNDP. UNDP is responsible for the final acceptance of the deliverables.
Performance review prior to any contract extension	UNDP, in accordance with UNDP procedures
Resolution of legal disputes between national public institutions, UNDP and consultant	UNDP
Payments to consultants	UNDP pays consultant directly as per contract terms and conditions, in accordance with UNDP procedures.

Identification and/ or recruitment of project personnel

Role or area of responsibility	UNDP as responsible party under national implementation
Preparation; review of job descriptions or terms of reference; advertising vacancies and receiving application	UNDP.
short-listing panel	UNDP undertakes short-listing.
Selection panel?	UNDP evaluates candidates and makes decision.
Sign contract	Authorized UNDP officer
Make payments to project personnel?	UNDP
Performance review	UNDP
Resolve disputes between Government and project personnel	UNDP in consultation with the Government.

