



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: February 7, 2017
	REFERENCE: RFP UKR/2017/004

Dear Sir / Madam:

We kindly request you to submit your Proposal for conducting **services on cost-efficiency assessment of public procurement of medicine and medical commodities.**

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

Proposals may be submitted on or before **12:00 pm (Kyiv time) Tuesday, February 21, 2017** and via email to the address below:

United Nations Development Programme
tenders.ua@undp.org
Procurement Unit

Your Proposal must be expressed in the **English or Ukrainian or Russian**, and valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

NB. The Offeror shall create 2 archive files (*.zip format only!): one should include *technical proposal*, another one should include *financial proposal* and be encrypted with password. Both files should be attached to the email letter.

During evaluation process only technically compliant companies will be officially asked by UNDP procurement unit via email to provide password to archive with financial proposal. Please do not include the password either to email letter or technical proposal and disclose before official request.

Messages should **not exceed 5 MB in size**. Offers larger than 5 MB should be split into several messages and each message subject should indicate "part x of y" besides the marking mentioned in the announcement and the solicitation documents. Messages larger than 5 Mb will not be delivered. *All electronic submissions are confirmed by an automatic reply.*

The Offeror shall mark the email letter/s:

Subject of the message should include: **“RFP UKR/2017/004”** and **“Cost-efficiency assessment of public procurement of medicine and medical commodities”**.

Body of the message should include: **Name of the offeror**

Archive files should be marked as: **Technical proposal** and **Financial proposal (password-protected)**

Note: if the email letters or archive files are not marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Andra Brige', is written over a faint, illegible stamp.

Ms. Andra Brige
Deputy Country Director
(Operations)
UNDP Ukraine

Annex 1

Description of Requirements

Project name:	Procurement services for the Ministry of Health of Ukraine (HIV component)
Brief Description of the Required Services	Cost-efficiency assessment of public procurement of medicine and medical commodities
The overall objective	The objective of this assignment is to assess the cost efficiency on 2015 centralized procurement results of medicine and medical commodities that have been accomplished through UNDP Ukraine. The assessment of cost efficiency focuses on monetary value of costs, prices per unit and present value of the benefits in comparison with the previously procured State Programs of medicine and medical products (2013 and 2014 years).
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Coordinator
Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	According to TOR attached
Expected duration of work	According to the proposed timeframe specified in the attached TOR
Target start date	1 March 2017
Latest completion date	31 March 2017
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The Company shall be responsible for managing the process of the work implementation, its resources, logistics and expenditures related to the tasks in timely and accurate manner. UNDP Ukraine will not provide any office or equipment for carrying out this assignment
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP shall arrange the payment in local currency based on the UN Operational Exchange Rate prevailing at the time of invoicing. For details please see: http://treasury.un.org <input checked="" type="checkbox"/> Euro <input checked="" type="checkbox"/> UAH
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line), if applicable <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes

Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
A pre-proposal conference will be held on:	Pre-Bidding Conference will be held on 15 February, 2017 11:00 am at the following address: UNDP Ukraine 28, Instytutska, Kyiv, Ukraine (UN office, Alexanyan Conference Room) Skype Conference shall be supported for interested bidders unable to attend the Pre-Bidding Conference. Interested bidders are required to register for Pre-Bidding Conference by submitting their company name, list of attending representatives and their contact information as well as Skype ID (for bidders willing to participating via Skype Conference) at the following e-mail: health.procurement.ua@undp.org Attn: Procurement Unit Subject: RFP UKR/2017/004 – Pre-Bidding Conference Registration
Payment Terms ¹	Payments will be made in 2 tranches according to the following payment schedule: First payment - upon satisfactory submission of Methodology, Tool Kit - 30%. Second payment - upon satisfactory submission of deliverables including Final report and Executive Summaries (English and Ukrainian), presentation - 70 %. Payment terms: Not later than thirty (30) days as of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; b) Receipt of invoice from the Contractor.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The Company will work under the day-to-day supervision of the Project Coordinator, and Programme Specialist for the stipulated assignments.
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of Company / Organization that submits a Proposal 50% <input checked="" type="checkbox"/> Assessment methodology 20% <input checked="" type="checkbox"/> Key personnel 30% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Contractor <input type="checkbox"/> One or more Contractors, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions - Available through the Link: http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/ <input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3) <input checked="" type="checkbox"/> Contract for professional services template (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	<i>Procurement Unit</i> <i>UNDP Ukraine</i> <i>health.procurement.ua@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Documents to be submitted in proposal	<ul style="list-style-type: none"> ☒ Dully filled in and Signed Form for Submission of Proposal (Annex 2); ☒ General information on Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses; ☒ General description of Organization resources and capacities (information should not exceed 2 pages), including date of establishment, information about activities of the organization, professional expertise, experience, number of employees; ☒ Description of assessment processes, number of employees planned to be involved in the assessment/audit, their functions and CVs: Team Leader/Specialist in finance/health economy and Specialist on carrying out studies; ☒ Detailed budget of the proposal (PLEASE NOTE: the project does not cover procurement of office equipment and administration costs); ☒ Copies of analytical reports (not less than three), prepared earlier on similar subjects (it is allowed to provide an electronic copy instead of a hard one), preferably in English; ☒ Letter of interest/proposal, including sampling methodology; ☒ At least 3 reference letters from international organizations or UN agencies; ☒ Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any); ☒ Copies of other licenses or certificates (if any); ☒ Financial statements (Copies of income/balance statements for last 2 years or Audited statements).
Other Information Related to the RFP	<p><u>Administrative Requirements:</u></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration, as well as documentation from “Documents to be submitted in proposal” section ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) Officially registered organisation; b) At least ten years of international or national experience of carrying out project/programme audits or analytical papers for bilateral organizations. <p>Other information is available on http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/ ; For the information, please contact health.procurement.ua@undp.org</p>

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP UKR/2017/004 dated 2/7/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :	
Full registration name	
Year of foundation	
Legal status	If Consortium, please provide written confirmation from each member
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2014 -2015)	Copies of income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation
Track Record performed within the last 10 years	Please indicate here the List of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references; Brief description of previous products developed by the company (list);
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters <i>if any</i> .
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Yes/No (Please choose)
Other relevant information	

B. Proposed Methodology for the Completion of Services

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

Must include:

- 1. Letter of interest/proposal, including sampling methodology;***
- 2. Description of assessment processes, number of employees planned to be involved in the assessment/audit, their functions and CVs: Team Leader/Specialist in finance/health economy and Specialist on carrying out studies;***
- 3. Copies of analytical reports (not less than three), prepared earlier on similar subjects (it is allowed to provide an electronic copy instead of a hard one), preferably in English;***
- 4. At least 3 reference letters from international organizations or UN agencies.***

C. Qualifications of Key Personnel

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

a) Names and qualifications of the key personnel that will perform the services; description of roles of key personnel (who is Team Leader, who are supporting, etc.);

b) CVs demonstrating qualifications;

c) Written confirmation from each team member that they are available for the entire duration of the contract.

At least:

1) Team Leader/Specialist in finance/health economy

2) Specialist on carrying out studies

3) Other personnel (if needed)

Financial Proposal

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

#	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Amount, currency, excl. VAT	VAT, currency, (if applicable)	Price, currency, (Lump Sum, All Inclusive) incl. VAT
1	Deliverable 1				
2	Deliverable 2				
3	Deliverable 3				
4	Deliverable 4				
	Total (please indicate currency)	100%			

**This shall be the basis of the payment tranches*

B. Cost Breakdown by Cost Component:

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

#	Activity/Costs	Unit	Number	Cost per unit	Amount excl. VAT	VAT	Amount incl. VAT
1	Personnel						
1.1	Team Leader/Specialist in finance/health economy	month					
1.2	Specialist in carrying out a study	month					
1.3	Other personnel <i>(if any - to define clearly)</i>						
2	Methodology and Tool kit design						

3	Developing of cost						
4	Conducting of assessment with main respondents	Interviews/ meetings/ etc.					
5	Summary of the report (Ukrainian, English)						
6	Executive Summary of desk review						
7	Preparation of the final analytical report with study results (English)						
8	Power point presentation (Ukrainian, English)						
10	Other costs (if any - to define clearly activities/costs)						
	TOTAL						

*[Name and Signature of the Service Provider's
Authorized Person]*

[Designation]

[Date]

Annex 3

TERMS OF REFERENCE

Project name: Procurement services for the Ministry of Health of Ukraine (HIV component)

Services required: Cost-efficiency assessment of public procurement of medicine and medical commodities

Country/place of implementation: Ukraine, national

Starting date of assignment: March 1, 2017

Duration of assignment / or end date (if applicable): March 31, 2017

Supervisor's name and functional post: Project Coordinator

Payment arrangements: Lump Sum (payments linked to deliverables)

Administrative arrangements: UNDP Ukraine will not provide any office or equipment for carrying out this assignment

Selection method: Desk review

1. BACKGROUND

The Government of Ukraine is in urgent need to secure the availability of the State Programme medicines and essential health commodities at affordable prices and in sufficient quantities. Acknowledging the challenges of the State procurement and supply management system and following recently adopted legislation, allowing the selected international organizations to provide procurement support services, the Ministry of Health of Ukraine has requested the UN to support the procurement and distribution of a number of 2015 and 2016 State Programme medicines and other medical products as an emergency measure.

UNDP in Ukraine is fully committed to play this role in resolving the immediate crisis and to support the Ministry of Health of Ukraine in its mid- and long-term efforts to reform its procurement and supply management system. UNDP brings its extensive expertise in establishing the procurement system that corresponds to the highest standards of transparency, accountability, cost-efficiency, equity and sustainability.

UNDP together with other UN Agencies (UNICEF and WHO) developed a Joint Project aimed at strengthening the national health care procurement system and thereby improving the effectiveness of diagnosis and treatment of the patients of Ukraine. Specifically, in the framework of the project, UNDP plans to (i) procure medicines and medical products for the National Public Health Programmes for 2015-2016 and ongoing years as needed, (ii) strengthen the capacity of the Ministry of Health to ensure transparency, accountability and effectiveness of the public procurement of medicines and other medical products.

It is expected that for achieving the project goal, the think tank organization or audit company will be contracted out and closely cooperate with country office in Ukraine, Project Implementation Unit, in presenting the report about cost efficiency of medicines procurement conducted through UNDP in 2015 -2016.

2. MAIN OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to assess the cost efficiency on 2015 centralized procurement results of medicine and medical commodities that have been accomplished through UNDP Ukraine. The assessment of cost efficiency focuses on monetary value of costs, prices per unit and present value of the benefits in comparison with the previously procured State Programs of medicine and medical products (2013 and 2014 years).

3. DESCRIPTION OF RESPONSIBILITIES / SCOPE OF WORK

3.1. Prepare detailed Methodology and Toolkit for the efficiency assessment

Prepare a methodology of the assessment with detailed survey methods, representative sample of countries to compare, tools, data collection sources and timetable of proposed assessment. It is expected that assessment will use the international materials and/or [WHO guide on operational principles](#). The company is expected to develop a

tool kit for data collection and analysis (list of guidelines, recommendations and other documents/policies/normative acts for revision, list of respondents (if any), guidelines, evidences etc).

The UNDP project has to approve the developed tool kit at the initial stage of the survey.

3.2. Conduct the cost efficiency assessment

Review all legislation and normative documents related to international procurement (desk review)

- Analyze **changes in the quantity and prices** of procured pharmaceuticals, medical supplies and equipment within state programs on tuberculosis, hemophilia, HIV/AIDS composites, hepatitis, rare diseases for the period from 2013 to 2016.
- Compare **total budgetary expenses** (unit costs, logistics, administrative, currency gain/loss, VAT and other costs of UNDP) under the 2015 procurement cycle with the same package of goods of the Ministry of Health, considering the exchange rate fluctuations of the reference period.
- Determine whether there were significant **changes in nomenclature** of the pharmaceuticals, medical supplies and equipment planned for procurement that could have been related to the partial shift of the procurement function to the international organizations.
- **Analyze for potential strengths and weaknesses of the two scenarios** (tenders conducted by the Ministry and UNDP) of
 - contract implementation controlling proces,
 - marketing and procurement notices dissemination potential,
 - registration of new items,
 - savings and benefits,
 - reference prices,
 - reaction on the critique.

Conduct interviews/meetings with key partners for validating the information and data, specifying the procedures, obstacles and decision made the influenced the efficiency of the costs;

3.3. Prepare an analytical report of assessment

3.3.1. Prepare and submit the draft analytical report in English and Ukrainian.

3.3.2. Prepare and submit the Final report. The Final Report should be designed to contain:

- Executive summary (up to 3 pages) of the Report in Ukrainian and English;
- Detailed report with all results of the cost-efficient assessment.
- Annexes (e.g. list of documents reviewed, list of respondents, guides, questionnaires, etc.).

3.4. Prepare and conduct a presentation of the assessment report at the national level.

4. DELIVERABLES

4.1. Methodology, timeline and tool kit to be applied.

4.2. Executive Summary of the assessment report with the main results (English, Ukrainian up to 3 pages).

- 4.3. Final Report (in English and Ukrainian) including Executive Summary (Ukrainian, English) and attached relevant documents (up to 25 pages).
- 4.4. PowerPoint presentation of the main findings and recommendations of the assessment (English, Ukrainian).

All the materials need to be produced in English. Executive Summary and presentation of the Report need to be produced both in Ukrainian and English.

The Company will perform work in the period from 1 to 31 March 2017 in the following manner:

Activity	Timeframe
Prepare detailed Methodology and Tool kit for the assessment (including the time frame and list of the meetings and documents to be reviewed)	Not later than 10 working days after signing the contract
Conduct assessment: desk review and data collection	March 15, 2017
Prepare an analytical report with study results (including Executive summary in Ukrainian and English)	March 27, 2017
Prepare and conduct a presentation of assessment results at the workshop for national counterparts and stakeholders.	March 31, 2017

The timelines for the completion of particular objectives are indicative and may be re-negotiated by the Company and UNDP.

Copyright

All information and products produced by the Company under this project will remain property of UNDP.

5. PROPOSED PAYMENT SCHEDULE

Payments will be made in 2 tranches according to the following payment schedule:

First payment - upon satisfactory submission of Methodology, Tool Kit - 30%

Second payment - upon satisfactory submission of deliverables including Final report and Executive Summaries (English and Ukrainian), presentation - 70 %

6. MANAGEMENT ARRANGEMENTS

The Company shall be responsible for managing the process of the work implementation, its resources, logistics and expenditures related to the tasks in timely and accurate manner.

7. MONITORING/REPORTING REQUIREMENTS

The Company will work under the day-to-day supervision of the Project Coordinator, and Programme Specialist for the stipulated assignments.

The Company has to consult with UNDP on all the steps of the process and proceed to the next step only upon obtaining approval on the accomplished step.

The Company should arrange its activities based on the principle of constructive co-operation. It is mandatory to take into account all proposals of the UNDP Project Coordinator and the Programme Specialist/Health Policy Officer.

An electronic and paper version of the final report should be prepared and submitted for clearance to the Project Coordinator not later than abovementioned fixed dates.

UNDP requirements to analytical reports

It is mandatory for the report structure to include: a cover page, table of contents, glossary of terms, introduction, and executive summary, text of the report, conclusion, recommendations, and annexes. Annexes should be duly numbered, all tables and figures should contain references to sources and be numbered; there should be references to them in the text of the report. The report should contain a bibliography and list of Web-resources, if relevant. The final report should take into account UNDP analytical standards and standards for writing reports. The report format (layout, text borders, format of charts and tables, format of titles, subtitles and main text, etc.) should provide for a convenient reading of the document and be in line with basic requirements to design (aesthetics) of such kind of documents. The Report should be logical and understandable and have a limited number of specialized terms. The Report should also have a clear structure and be broken into sections (subsections).

The study shall be carried out objectively without consideration of interests of any parties. All points of view as regards the events and processes shall be provided and compared.

The Company shall provide the report in the electronic form (*.doc format, initial materials and annexes *.doc, *.xls formats).

8. EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

MANDATORY EXPERIENCE AND QUALIFICATIONS REQUIREMENTS (ELIGIBILITY CRITERIA) TO COMPANY

8.1. General requirements:

- The Company / Organization should be multi-national certified audit entity officially registered in Ukraine;
- At least ten years of international or national experience of carrying out project/programme audits or analytical papers for bilateral organizations;
- Experience of conducting the studies in the field of economics, finance or other relevant field will be an asset;
- Availability of human resources to ensure high-quality and timely completion of the assignment.
- Experience in working with national/ regional authorities will be an asset.
- Experience in working with the support of international organizations and UN agencies will be an asset.

8.2. Experience and qualifications of experts:

- Team Leader/Specialist in finance/health economy - higher education (Master's or equivalent degree in Economics, Management, Social Science, Health etc), at least five years of professional experience in economics or social study design, including sample design, assessments, work experience of producing analytical products; fluency in Ukrainian and/or Russian, fluent in English. At least three years of professional experience of team leading/management of different studies and projects\programmes audit.
- Analyst in carrying out a study – higher education (Master, Specialist degree or equivalent) in Economics, Finance, Social Science, Public Administration etc., at least five years of professional experience in holding studies or assessments, fluency in Ukrainian and Russian, good knowledge of English.

9. DOCUMENTS TO BE SUBMITTED IN TECHNICAL PROPOSAL

UNDP Ukraine is inviting institutions and organizations interested in and capable of performing this assignment, to participate in the competition and submit an application, specifying the following information:

- General information on Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses;
- General description of Organization resources and capacities (information should not exceed 2 pages), including date of establishment, information about activities of the organization, professional expertise, experience, number of employees;
- Description of assessment processes, number of employees planned to be involved in the assessment/audit, their functions and CVs: Team Leader/Specialist in finance/health economy and Specialist on carrying out studies;
- Detailed budget of the proposal (PLEASE NOTE: the project does not cover procurement of office equipment and administration costs);
- Copies of analytical reports (not less than three), prepared earlier on similar subjects (it is allowed to provide an electronic copy instead of a hard one), preferably in English;
- Letter of interest/proposal, including sampling methodology;
- At least 3 reference letters from international organizations or UN agencies.

10. EVALUATION METHOD

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed with price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% (of 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

In the First Stage, the technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and as per below Evaluation Criteria.

In the Second Stage, the price proposal of all Companies that have attained minimum 70% score in the technical evaluation will be reviewed.

Overall evaluation will be completed in accordance with cumulative analysis scheme, under which the technical and financial aspects will have pre-assigned weights of 70% and 30% of the overall score respectively. The lowest cost financial proposal (out of technically compliant) will be selected as a baseline and allocated the maximum number of points obtainable for financial part (i.e. 300). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 300 points x lowest price / quoted price.

The winning proposal will be the one with the highest number of points after the points obtained in both technical and financial evaluations, respectively, are added up. The contract will be devoted to the bidder that submitted the winning proposal.

Technical evaluation criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization		
1	Expertise of Company / Organization that submits a Proposal	50%	350			
2	Assessment methodology	20%	140			
3	Key Personnel	30%	210			
Total		100%	700			
Notes						

Technical Proposal Evaluation			Points Obtainable	Company / Organization		
				A	B	C
Expertise of Company / Organization that submits a Proposal						
Form 1						
1.1	Reputation of Organization and staff (competence / relevant experience in the area of carrying out comprehensive surveys): - Company profile – 20 points - Projects completed – 20 points - Financial sustainability – 20 points	60				
1.2	General organizational capability (including the size of Company / Organization, performance in project management, availability of the network of representatives at the local level)	50				
1.3	At least ten years of international or national experience of carrying out project/programme audits or analytical papers for bilateral organizations (10 years of experience 50 points, 11-15 years – 70 points, more than 15 years – 90 points)	90				
1.4	Proven experience of conducting the studies in the field of economics, finance or other relevant field will be an asset (no relevant experience – 0 points, 2 relevant survey – 30 points, 3 relevant surveys – 60 points, 4 and more relevant surveys – 90 points)	90				
1.5	Quality of analytical report produced on the basis of previous studies (an example should be provided in the Proposal) clarity and consistence of the information – up to 20 points, relevance of research means – up to 20 points, quality of analysis – up to 20 points)	60				
Total for Form 1			350			
Technical Proposal Evaluation Form 2			Points Obtainable	Company/Organization		
				A	B	C
Proposed sampling methodology and approach						
2.1	The proposed assessment methodology: - includes the tools that meet the purpose and objectives of assessment and are detailed in the	140				

	proposal - 20 points; - demonstrates understanding of the cost-efficiency assessment - 50 points; - clear sample and randomization of key respondents – 10 points; - includes the overview of tools for data collection for the study - 30 points; - realistic timeframe of the survey – 30 points.				
	The total score on Form 2	140			

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Organization		
			A	B	C
Key Personnel					
	Team Leader/Specialist in finance/health economy				
3.1	At least five years of professional experience in economics or social study design, including sample design, assessments (5 years – 20 points, 6 -7 years – 30 points, more than 8 years – 40 points)	40			
3.2	At least three years of professional experience of team leading/management of different studies and projects/programmes audit (3 years – 15 points, 4-5 years – 20 points, more than 6 years – 30 points)	30			
3.3	Higher education (Masters, Specialist degree) in Economics, Management, Social Science, Health etc. (Masters, Specialist degree - 10 points, PhD or higher – 20 points)	20			
3.4	Work experience of producing analytical products (up to 20 points)	20			
3.5	Fluency in Ukrainian and Russian, English	15			
Sub-total for items 3.1 – 3.5		125			
	Specialist in carrying out the study				
3.6	At least five years of professional experience in holding social or economic studies (5 years – 30 points, 6 -7 years – 40 points, more than 8 years – 50 points)	50			
3.7	Higher education (Masters, Specialist degree) in Economics, Finance, Social Science, Public Administration, etc. (Masters, Specialist degree - 10 points, PhD or higher – 20 points)	20			
3.8	Fluency in Ukrainian and Russian, good knowledge of English	15			
Sub-total for items 3.6 – 3.8		85			
Total for Form		210			

Annex 4

Model Contract for Professional Consulting Services between UNDP and a Company or other entity⁵

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁶[dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

⁵This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

⁶ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

NameSpecializationNationalityPeriod of service

....

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

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

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

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

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

OPTION 1 (FIXED PRICE)

3. Price and Payment⁷

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE⁸

AMOUNT

TARGET DATE

Upon...../..../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

⁷ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

⁸ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment⁹

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹⁰
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions¹¹

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

4.1.1. Security

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;

⁹ This version of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

¹⁰ This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

¹¹ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

4.2 Audits and Investigations

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.

4.2.1 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.

4.3 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.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹²

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹³

¹² This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

¹³ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁴

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

[NAME OF THE BANK], [ACCOUNT NUMBER], [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

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

For the UNDP:

_____ **[INSERT CONTRACT REFERENCE & NUMBER]**

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

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

Yours sincerely,

[INSERT NAME AND TITLE]

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

¹⁴ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.