



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: March 1, 2017
	REFERENCE: RFP UKR/2017/013

Dear Sir / Madam:

We kindly request you to submit your Proposal for **implementation of the First Wave of Eastern Ukraine Social Cohesion and Reconciliation (SCORE) survey**.

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

Proposals may be submitted on or before **23:59 (Kyiv time) Thursday, March 09, 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/2017/013”** and **“First Wave of Eastern Ukraine Social Cohesion and Reconciliation (SCORE) survey”**.

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

Archive files should be marked as: **Technical proposal** and **Financial proposal**

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:

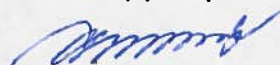
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,



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

Annex 1

Description of Requirements

Project name:	Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine
Brief Description of the Required Services	Implementation of the first wave of the Eastern Ukraine Social Cohesion and Reconciliation (SCORE) survey
The overall objective	<p>SCORE survey in Ukraine will provide information on the quality of inter-group relations, as well as citizen-state relations, with an emphasis on human security, institutional trust, perceptions of state efficiency and corruption.</p> <p>The SCORE assessment will encompass a representative cross-section of the residents of the five regions (Donetsk, Luhansk, Kharkiv, Dnipropetrovsk and Zaporizhia, including both urban and rural communities.</p>
Person to Supervise the Work/Performance of the Service Provider	UNDP Management Analyst
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	March 23, 2017
Latest completion date	June 13, 2017
Travels Expected	According to TOR attached
Special Security Requirements	According to TOR attached
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<p>The Contractor will be responsible for all organizational and logistics support as well as materials, travel, accommodation, DSA, etc. involved in organization and finalization of the survey.</p> <p>In addition, the Contractor shall be responsible for purchasing or leasing of tablets to record interviews, ensure georeferencing of the interview position (unless owned by the Contractor).</p>
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

	<p>on the UN Operational Exchange Rate prevailing at the time of invoicing. For details please see: http://treasury.un.org</p> <p><input type="checkbox"/> Euro</p> <p><input checked="" type="checkbox"/> UAH</p>
Value Added Tax on Price Proposal	<p><input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line), if applicable</p> <p><input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes</p>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p><input type="checkbox"/> 30 days</p> <p><input type="checkbox"/> 60 days</p> <p><input checked="" type="checkbox"/> 90 days</p> <p><input type="checkbox"/> 120 days</p> <p>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.</p>
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p> <p><input type="checkbox"/> Permitted</p>
Pre-Bidding Conference	Pre-Bidding Conference will be not be held
Payment Terms ¹	<p>The payment for Contractor's services will be arranged in 4 installments after the completion of respective tasks:</p> <ol style="list-style-type: none"> 20% of the total amount will be paid after achieving the Deliverable 1; 50% of the total amount will be paid after the achievement of Deliverable 2; 30% of the total amount will be paid after the achievement of Deliverable 3. <p>Payment terms: Not later than thirty (30) days as of meeting the following conditions:</p> <ol style="list-style-type: none"> UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; Receipt of invoice from the Contractor.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Management Analyst and UNDP Recovery Specialist
Type of Contract to be Signed	<p><input type="checkbox"/> Purchase Order</p> <p><input type="checkbox"/> Institutional Contract</p> <p><input checked="" type="checkbox"/> Contract for Professional Services</p> <p><input type="checkbox"/> Long-Term Agreement</p>

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.

	<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 60% technical offer and 40% price 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 (60%) <input checked="" type="checkbox"/> Experience of the Organization 33% <input checked="" type="checkbox"/> Proposed work plan, methodology and approach 34% <input checked="" type="checkbox"/> Personnel and invited experts/consultants 33% Financial Proposal (40%) 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>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	<p><input checked="" type="checkbox"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2);</p> <p><input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any). In case a group of experts decides to apply, a letter of affiliation with an officially registered organization (which will be the Contractor in case of contract award) must be provided;</p> <p><input checked="" type="checkbox"/> Copies of other licenses or certificates (if any);</p> <p><input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years or Audited statements);</p> <p><input checked="" type="checkbox"/> Letter of interest/letter of proposal, which briefly describes the organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants) and approach to the performance of work (up to 2 pages);</p> <p><input checked="" type="checkbox"/> A list and short summary of previous experience in quantitative household surveys in Eastern Ukraine;</p> <p><input checked="" type="checkbox"/> Technical proposal (under 5 pages) describing:</p> <ul style="list-style-type: none"> - a timeline detailing how the requisite number of surveys will be completed within the required timeline, including travel time, expected non-responses, number of supervisors and enumerators to be deployed per location; - a suggestion on forming the sample in the five targeted regions: Donetsk GCA (including six (6) sub-regions), Luhansk GCA (including four (4) sub-regions), Zaporizhia, Dnipropetrovsk and Kharkiv oblasts (please see the UNDP suggested boundaries attached); <p><input checked="" type="checkbox"/> At least three references from previous clients;</p> <p><input checked="" type="checkbox"/> Personal CVs of the intended team leader and supervisors with contact details for referees, as well as profiles of enumerators (reflecting gender, language skills and area of registration/residence), as well as certification of their availability if selected for the project.</p>
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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 ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) Officially registered organisation (commercial, non-profit non-governmental, implementation team properly affiliated with an officially registered organization); b) At least 3 years of experience in implementing quantitative household surveys; c) Track record of conducting surveys (more than 1,000 sample) in eastern Ukraine (at least 3 surveys conducted in the past); d) Availability/access to tablets. <p>Other information is available on http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/; For the information, please contact procurement.ua@undp.org</p>
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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/2017/013 dated 3/1/2017, 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 3 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/letter of proposal, which briefly describes the organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants) and approach to the performance of work (up to 2 pages);***
- 2. A list and short summary of previous experience in quantitative household surveys in Eastern Ukraine;***
- 3. Technical proposal (under 5 pages) describing:***
 - a timeline detailing how the requisite number of surveys will be completed within the required timeline, including travel time, expected non-responses, number of supervisors and enumerators to be deployed per location;***
 - a suggestion on forming the sample in the five targeted regions: Donetsk GCA (including six***

sub-regions), Luhansk GCA (including four sub-regions), Zaporizhia, Dnipropetrovsk and Kharkiv oblasts;

- 4. At least three references from previous clients;*
- 5. Personal CVs of the intended team leader and supervisors with contact details for referees, as well as profiles of enumerators (reflecting gender, language skills and area of registration/residence), as well as certification of their availability if selected for the project.*

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*
- 2) Supervisors*
- 3) Enumerators*
- 4) 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				
	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.

No	Activity/Costs	Unit	Number	Cost per unit, currency	Amount, currency excl. VAT	VAT, currency (if applicable)	Amount including VAT, currency
1	Personnel						
1.1	Team Leader						
1.2	Supervisors						
1.3	Enumerators						
1.4	Other experts (as required)						
2	Administration Costs (if necessary)						
2.1	Communication (Internet/Phone/etc.)						
2.2	Other (if any - to define clearly activities/costs)						

3	Travel and Lodging						
3.1	Travel costs (tickets)						
3.2	Accommodation						
3.3	Daily Allowance						
4	Survey- and Research-related Costs						
4.1	Costs related to Pilot Test of the Survey						
4.2	Costs related to conducting 5,300 surveys total across five Oblasts						
4.3	Other (if any - to define clearly activities/costs)						
5	Training-related costs						
5.1	Pre-training for Team Leader and Supervisors						
5.2	Trainings for Enumerators						
5.3	Other (if any - to define clearly activities/costs)						
6	Other costs (if any - to define clearly activities/costs)						
6.1	...						
6.2	...						
	Total (please indicate currency)						

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

Annex 3

Terms of Reference FOR A SOCIAL SCIENCE RESEARCH FIRM OR SURVEY IMPLEMENTATION TEAM TO IMPLEMENT THE

First Wave of Eastern Ukraine Social Cohesion and Reconciliation (SCORE) survey

Project name:	Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine
Services Required:	Social science research firm or survey implementation team to implement the first wave of the Eastern Ukraine Social Cohesion and Reconciliation (SCORE) survey
Country/Duty Station:	Ukraine, Donetsk oblast (government controlled), Luhansk oblast (government controlled), Zaporizhzhia oblast, Kharkiv oblast and Dnipropetrovsk oblast.
Starting date of assignment:	March 23, 2017
Duration of Assignment:	until Jun 13, 2017
Supervisor's name and functional post:	UNDP Management Analyst
Payment arrangements:	Lump-sum linked to deliverables
Administrative Arrangement:	UNDP Ukraine will not provide any office or equipment for carrying out this arrangement.

1. Context, Objective and Relevance

The events and developments of the past two years created a multi-faceted political, socio-economic and humanitarian crisis, particularly acute in eastern Ukraine. The Recovery and Peacebuilding Assessment (RPA), conducted jointly by the EU, the UN and the World Bank, identified that the conflict in eastern Ukraine has had a direct and highly negative impact on social cohesion, resilience, livelihoods, community security, trust and rule of law.

In light of this, UNDP works to improve regional and local government capacity in recovery planning and service delivery, which is gender-responsive, participatory and in line with decentralization and local government reform agenda. UNDP plans to implement the Recovery and Peacebuilding Programme (RPP) in five conflict-affected regions of eastern Ukraine: Donetsk and Luhansk Oblasts (main target regions), as well as Kharkiv, Dnipropetrovsk, and Zaporizhzhia oblasts. The RPP is aligned to the Recovery and Peacebuilding Assessment and comprises three components: (1) economic recovery and restoration of critical infrastructure; (2) local governance and decentralization reform; (3) community security and social cohesion.

To address the priority needs of the conflict affected communities, the European Union provided support to the UN-Women and UNDP to jointly implement the project "Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine". The objective is to restore effective governance and promote reconciliation in crisis-affected communities of Donetsk and Luhansk regions of Ukraine thereby enhancing the credibility and legitimacy of local governments in the government controlled areas of the regions. It will contribute to peace-building and the prevention of further conflict in Ukraine through effective and accountable decentralization, gender-responsive recovery planning and equal access to services, as well as enhanced community security and social cohesion.

This objective will be achieved through pursuit of the following specific objectives:

1. Improved regional and local government capacity in recovery planning and service delivery, that is gender-responsive, participatory and in line with decentralization and local government reform agenda.

2. Enhanced community security for people in conflict-affected areas, with a focus on IDPs and host communities.
3. Social cohesion restored and strengthened between local authorities and communities, including IDPs.
4. Enhanced capacity of gender equality advocates and women affected by conflict to demand accountability and transparency on local decision-making and spending.

To monitor and evaluate these specific objectives and to identify emerging needs and priorities, UNDP (along with other UN agencies) will be implementing the Social Cohesion and Reconciliation Index for eastern Ukraine.

The Social Cohesion and Reconciliation (SCORE) Index was originally developed by the Centre for Sustainable Peace and Democratic Development (SeeD) in collaboration with the United Nations Development Programme (UNDP), to identify social cohesion and reconciliation needs in Cyprus, and later used in Bosnia-Herzegovina as well as in Nepal. It was designed to create a more sophisticated understanding of the dynamics underpinning the Cyprus conflict, and to link these to evidence-based programme and policy intervention. SCORE Ukraine will provide information on the quality of inter-group relations, as well as citizen-state relations, with an emphasis on human security, institutional trust, perceptions of state efficiency and corruption.

The SCORE assessment will encompass representative cross-section samples of each of the five regions (Donetsk, Luhansk, Kharkiv, Dnipropetrovsk and Zaporizhia, and representative cross-section samples for each of the clusters (sub-reions) in Donetsk and Luhansk oblasts.

The Project now seeks to identify and recruit a social science research firm or survey implementation team who will pilot, supervise and enumerate data according to the SCORE methodology. The Contractor will work closely with the UNDP Methodological Expert and SeeD (which will support UNDP in the design of the questionnaire and with the data analysis) to ensure proper implementation of the survey in the field and accurate recording of the data collected.

2. Scope of Work, Responsibilities and Description of the Proposed Analytical Work

The scope of work of the Survey Implementation Team:

Survey Implementation Team will:

- Appoint a team leader who will be responsible for coordinating the logistics of the survey, communicating with UNDP, and ensuring that all deliverables are completed on-time and are of the highest quality. The team leader must participate in the survey pre-test (pilot), and attend the enumerator training. The team leader is also responsible for ensuring that the tablets are functioning properly and that all data are uploaded into a database on at least a daily basis. The team leader will provide UNDP unrestricted access to the database of respondents (following the respondents' consent to have contact details shared), including the location where the survey was conducted.
- Provide a team of experienced supervisors (the Contractor is to outline the structure of its supervision system, including the number of supervisors and their gender). The supervisors shall be residents of the oblasts they are assigned to work in and will:
 - Pilot the survey, which will include attending a pre-training on the survey, pre-testing (piloting) the survey (40 surveys in total), and providing written feedback on the pilot survey. The written feedback shall include an assessment of the comprehensibility of the SCORE survey, the respondents' level of engagement in the survey, and the average length of an interview (disaggregated by the following factors: age, gender and level of education).

- Contribute to the elaboration of, participate and assist in the enumerator training (two two-day trainings for enumerators with each training to be attended by about half of all enumerators or, alternatively, one three-day training for all enumerators) at locations determined by the Contractor), which will include classroom learning, field practice and certification (done by UNDP methodological consultant).
- Travel to the field and supervise a team of enumerators which requires:
 - Ensuring
 - enumerators follow the survey methodology
 - the SCORE methodology is followed exactly
 - the designated number of surveys are conducted as per plan with the highest standards of ethics and professionalism
 - Conducting
 - regular spot-checks (system and frequency to be outlined by the Contractor) AND
 - regular back-checks (system and frequency to be outlined by the Contractor) and recording the result (degree of accuracy)
 - Answer questions asked by the enumerators, and direct questions to UNDP if needed
 - Notifying UNDP immediately if any changes to the agreed plan are necessary
 - Providing
 - A weekly plan before the start of each week which clearly specifies for each day the specific area in which each supervisor/enumerator will be working and the routes that will be followed
 - a weekly written report (template to be provided by UNDP) of the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back checks, and any issues that were encountered
 - an end of survey technical report which consists of the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back-checks, the enumerator maps, and any issues that were encountered (template to be provided by UNDP)
- Provide a team of experienced enumerators (all residents of one of the five eastern regions where the survey will take place) who will:
 - Participate in the enumerator training, which will include classroom learning and field practice
 - Travel to the field and conduct a survey which requires:
 - Following the methodology exactly
 - Conducting a total of 5,300 completed interviews as per plan with the highest standards of ethics and professionalism
 - Entering the responses accurately and legibly into tablets, and potentially transfer data from one section to be filled out in paper format and uploaded to the database daily (see details below)
 - Following all instructions provided by the supervisor
 - Be fluent in Ukrainian and Russian

- Provide all necessary logistical support, including providing a required number of tablets (to ensure georeferencing of the interview position) for entering the survey, travel, and ensuring the necessary facilities (logistics and organizational arrangements) for enumerator training.

UNDP reserves the right to request the removal of any enumerator who, in its opinion, does not meet UNDP's standards for integrity and professionalism, including but not limited to, failing to follow the methodology or professional/ethical standards. If a survey is rejected, it must be replaced with a respondent from the same location and gender/age quota as the original respondent at Contractor's expense.

The Contractor will still be expected to complete the agreed number of surveys: any non-response must be replaced with another respondent according to the research methodology. The Contractor can assume a survey of one respondent will take no more than one hour (without time needed to find a respondent) to complete. The pilot study of 40 respondents will be used to validate the length of the interview and the questions.

The company should provide tablets for enumerating the assignment and uploading the data on a daily basis. In case a paper version is to be used for the self-fill-in part, the Contractors is to provide the paper copies.

Criteria for rejecting data:

1. There is no evidence of an interview being done (members of the households have not confirmed an interview, or an apartment or a house appear not to be inhabited).
2. Interviews were conducted by non-certified interviewers (in case such results are revealed, these interviews will be invalidated).
3. Incomplete interview (criteria for an incomplete interview to be determined between UNDP and the Contractor)
4. No correct answers to three questions from the demographics section of the questionnaire by the respondent (questions asked by the representatives of the UNDP quality control team).

UNDP is to carry out quality control of the Contractor's fieldwork implementation according to its own methodology, by its own resources, and with a frequency decided by UNDP.

Survey and quality control are independent processes; UNDP does not interfere in the process of interview performing, and the Contractor does not interfere in the processes of control.

The Contractor is obliged to provide a weekly plan before the start of each week, clearly specifying for each day the specific area in which each supervisor/enumerator will be working and the routes that will be followed.

UNDP supervisors can do a daily visual control of the teams in the field (though not being present in the room/at the direct location when the interview is taking place), asking the respondent about the quality of the enumerator's work and three random but neutral (demographical) questions may be asked to ensure the survey took place. The results of the survey will be reviewed on a daily basis.

The Contractor is obliged to provide the SPSS data on the results of the survey for UNDP control twice a week. Violations to the methodology will be certified by the Act signed by both Parties.

Questionnaire

The enumerators are to record the data using tablets equipped with a software that allows for grid-type questions (e.g. for presenting a grid-questions on one page).

The questionnaire will consist of two main parts: one part to be asked and recorded by the interviewer, and one part to be filled in by the respondent individually. It will be up to the Contractor to suggest the most suitable way of administering the self-fill-in part; if to be done by the respondents directly into the tablets (if deemed logistically

possible), or if this section is to be filled in in paper format, and thereafter uploaded to the tablets by the enumerator. The self-fill-in section of the questionnaire will not exceed 15 minutes (excluding a possible transfer of results from paper to tablets by the enumerators).

The full questionnaire will not take more than one hour to complete (to be validated through the pilot study).

UNDP and the Methodological Expert will provide guidance throughout the assignment.

Expected Outputs and Timeline:

The output deliverables by the Contractor will follow the four stages of the survey process as outline below:

- Stage 1: UNDP-led training on the survey tool and methodology to be attended by team leader and all supervisors
- Stage 2: Pre-test (pilot) to be conducted by the team leader and survey supervisors with feedback provided to UNDP
- Stage 3: UNDP-lead training on survey tool and methodology to be attended by all enumerators and co-led by the team leader and supervisors
- Stage 4: Collection of data in Donetsk, Luhansk, Dnipropetrovsk, Kharkiv and Zaporizhia oblasts according to methodology and reporting on progress weekly
- Stage 5: Technical fieldwork report (should include such information as non-response rate, back-check accuracy rate, number of surveys per location)

Based on the outlined stages, the consultant will perform the following tasks under the ToR:

- Provide a team of supervisors to participate in a one-day training, field test the survey and provide feedback (approximately 5 days).
- Provide a team of enumerators and supervisors to participate in training on the survey (two two-day trainings or one three-day training).
- Complete 5,300 surveys total across five oblasts: Donetsk government controlled area (divided into 6 sub-regional clusters with 350 respondents in each cluster) – 2,100; Luhansk oblast government controlled area (divided into 4 sub-regional clusters with 350 respondents in each cluster) – 1,400, Dnipropetrovsk oblast - 600, Kharkiv oblast - 600, and Zaporizhia oblast – 600 respondents) – with surveys being conducted in each oblast according to the sampling methodology suggested by the Contractor and agreed with UNDP (preference will be given to random sample, representative for each cluster) and the SCORE questionnaire (to be shared by UNDP with the company), according to the methodology and with proper supervision/reporting. The survey should take maximum of two (2) months and less time preferred.
- Provide an end of mission technical summary detailing what was accomplished in the field.

The list of clusters:

Each cluster will have 350 respondents, bringing the total number of respondents to 3,500. The map of the suggested clusters is attached in Annex 5 (L=Luhansk, D=Donetsk):

Luhansk

- Contact line (L 10, 11 and 12)
- East (L 4, 5 and 8)
- Center (L 6, 7 and 9)
- North (L 1, 2 and 3)

Donetsk

- South (remote areas – D 11)
- Center (D 8, 9 and 10)
- Center (D 7)
- East (D 3 and 6)
- Kramatorsk + Sloviansk area (D 1 and 2)
- Other (D 5 and 4)

Deliverables:

- Deliverable 1: Pilot survey feedback
- Deliverable 2: Complete set of raw data in SPSS and Excel formats, as well as frequency run-offs of all questions cross-tabulated by age, gender, and oblast/cluster, and weekly reports on the fieldwork progress.
- Deliverable 3: Fieldwork report (preferably in English)

Deliverable	Deliverable Description	Proposed Timeframe
Deliverable 1: Pilot Survey feedback provided	Consultations with UNDP lead to the internally finalized methodology to be then validated through the pilot survey	Three days
	The team leader and supervisors attend a one-day training on SCORE methodology, conducted by UNDP	One day
Deliverable 2: At least 5,300 interviews conducted	Pilot survey conducted	Two days
	Pilot survey report is submitted	Two days
	Supervisors attend and contribute to the two 2-day trainings (or one three-day training) on SCORE methodology, conducted by UNDP (after the pilot study was conducted)	Four days
	5,300 interviews in all target regions are conducted and results (raw data set in SPSS and Excel) submitted to UNDP, and a set of weekly reports on the progress with interviews	Two (two) months
Deliverable 3: Final fieldwork report submitted	Final technical fieldwork report is submitted in a template provided by UNDP	3 days

3. Experience and Qualifications

Contractor Requirements:

- Officially registered organisation (commercial or non-profit).

- At least 3 years of experience in implementing quantitative household surveys.
- Track record of conducting surveys (more than 1,000 sample) in eastern Ukraine (at least 3 surveys conducted in the past)
- Be able to organize an implementation team with at least the following requirements:
 - Team Leader - Bachelor degree in social sciences, or other related field
 - Has overseen or supervised at least 3 prior quantitative household surveys of at least 1,000 respondents
 - Ability to work in Russian and Ukrainian
 - Supervisors
 - Bachelor degree in social sciences or other related field.
 - Have enumerated or supervised at least 3 prior quantitative household surveys
 - Ability to work in Russian and Ukrainian
 - There must be a team of at least four supervisors who can serve as a reserve.
 - Residents of the oblasts where they will be assigned.
 - Enumerators:
 - Residents of one of the five eastern regions.
 - Ability to work in Russian and Ukrainian.
 - At least 15% of the team should be men.
- The team should be able to enumerate the survey via tablets, and depending on the Contractor's decision on how to administer the self-fill-in part, to add answers from the paper survey component to the tablets. and should have the capacity to upload the data at least daily (this is a pass/fail requirement). The software used by the Contractor must have the capability to record grid-type responses (in contrast to single questions per tablet page).

Competencies:

- **Corporate Competencies:** Demonstrates integrity by modeling UNDP's values and ethical standards; Promotes the vision, mission, and strategic goals of UNDP; Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability; must comply with national laws and are subject to UNDP's Code of Conduct.
- **Professionalism:** Demonstrable experience in implementing surveys; strong analytical skills and knowledge of research methodologies and standards of data collection.
- **Planning and management:** Ability to work under tight deadlines.

- **Teamwork:** Ability to interact and to establish and maintain effective working relations with people of different national backgrounds; strong interpersonal skills.
- **Communication:** Good communication skills

4. Management Arrangements

Contractor will act under supervision of UNDP Management Analyst. Contractor will receive necessary guidance, clarification, information/materials that may be needed for this task.

Contractor shall be responsible and ensure timely performance as well as high quality of works in close consultation with the UNDP Recovery and Peacebuilding Programme.

Work-progress reporting/monitoring meeting will be held with the Contractor on weekly basis; however, UNDP may request information on the current status of the study at any time.

UNDP shall have final authority as for acceptance of works in terms of the quality and completeness.

5. Documents to be Included when Submitting the Proposals

<input checked="" type="checkbox"/>	Organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants);
<input checked="" type="checkbox"/>	A list and short summary of previous experience in quantitative household surveys in Eastern Ukraine;
<input checked="" type="checkbox"/>	Profiles of the intended team leader, supervisors, enumerators (reflecting gender, language skills and area of registration/residence), availability/access to tablets; as well as certification of their availability if selected for the project
<input checked="" type="checkbox"/>	A timeline detailing how the requisite number of surveys will be completed within the required timeline, including travel time, expected non-responses, number of supervisors and enumerators to be deployed per location;
<input checked="" type="checkbox"/>	A suggestion on forming the sample in the five targeted regions: Donetsk GCA (including six (6) sub-regions), Luhansk GCA (including four (4) sub-regions), Zaporizhia, Dnipropetrovsk and Kharkiv oblasts
<input checked="" type="checkbox"/>	3 reference letters;
<input checked="" type="checkbox"/>	Financial proposal;

6. Financial Proposal

Lump sum contracts:

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable deliverables as follows:

1. Feedback from pilot (20%)
3. Finish data collection (50%)
4. Submit end of mission report (30%)

Travel:

All travel will be handled by the Contractor. The travel costs of the team members and all logistics (including buying or leasing of tablets to ensure georeferencing of the interview position, unless owned by the Contractor) should be included in the proposal.

Logistics:

All logistics will be handled by the Contractor, including training venue(s) and printing of surveys. UNDP will be responsible, however, for the translation of the survey tool.

7. Evaluation

Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposals will be opened only for submissions that passed the minimum technical score of 70% (or 420 points) of the obtainable score of 600 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 proposals of all offerors, who 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 on 60% and 40% 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. 400). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 400 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 Form		Score Weight	Max Points obtainable	Company/Other Entity			
				A	B	C	D
1	Expertise of firm /organization submitting proposal	33%	198				
2	Proposed Work Plan/Methodology and Timelines	34%	204				
3	Personnel (qualifications of the team leader, supervisors and enumerators)	33%	198				
	Total	100%	600				
	Remarks						

Evaluation forms for technical proposals follow on the next pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The Technical Evaluation Forms:

Form 1. Expertise of a company / organization submitting proposal

Form 2. Proposed Work Plan/Methodology and Timelines

Form 3. Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of a company / organization / Team of Experts submitting proposal					
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing / Organisation /Company profile Excellent reputation & proven experience in the sphere of social studies - Excellent – 38 points, good – 30 points, satisfactory – 15 points, weak – 5 points.	38			
1.2	At least 3 years of experience in implementing quantitative surveys in Ukraine; - 3 years of experience in conducting quantitative surveys - 50 points, more than 3 years - 70 points	110			
1.3	Track record of conducting surveys in eastern Ukraine; - 3 large (more than 1,000 sample) surveys conducted in eastern Ukraine - 40 points, more than 3 surveys - 50 points	50			
Total for Form 1		198			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan, Methodology, and Timelines					
2.1	Is the methodological approach (suggestion on fine-tuning the sample in five targeted regions) suggested appropriate for the task and corresponds to the TOR?	Up to 50			
2.2	Have the important aspects of the task been addressed in sufficient detail and is the sequence of activities logical?	Up to 30			
2.3	Are the different components of the assignment adequately weighted relative to one another?	Up to 20			
2.4	Is the proposed timeline, work plan detailed and realistic and promise efficient implementation to the project? (the timeline should account for travel time, expected non-responses, number of data collectors to be deployed per location, etc.)	Up to 90			
2.5	Adequacy of logical and management arrangements	Up to 14			
Total for Form 2		204			

Technical Proposal Evaluation Form 3	Points Obtainable	Company / Other Entity		
		A	B	C
Personnel				

	Team Leader				
3.1	Bachelor degree in social sciences, or other related field - Bachelor degree – 25 points, master’s and higher degree - 30 points	30			
3.2	Has overseen or supervised at least 3 quantitative household surveys of at least 1,000 respondents; - 3 surveys - 30 points, more than 3 surveys - 40 points	40			
3.3	Fluent Russian and Ukrainian - 10 points. Fluent Russian or Ukrainian – 5 points	10			
	Sub-score for 3.1-3.3	80			
	Supervisors (weighted average)				
3.4	Bachelor degree in social sciences or other related field; - Bachelor degree – 15 points, master’s and higher degree - 20 points	20			
3.5	Have enumerated or supervised at least 3 prior quantitative household surveys; - 3 surveys - 20 points, more than 3 surveys- 30 points	30			
3.6	Fluent Ukrainian and Russian – 10 points. Fluent Russian or Ukrainian - 5 points	10			
3.7	Residents of the oblasts where they will be assigned - 10 points	10			
3.8	At least four supervisors who can serve as a reserve – 20 points	20			
	Sub-score for 3.4-3.8	90			
	Enumerators (weighted average)				
3.9	Resident of one of the five eastern regions – 10 points	10			
3.10	Fluent Russian and Ukrainian – 8, Fluent Russian or Ukrainian – 5 points.	8			
3.11	At least 15% of the enumerators are male – up to 10 points	10			
	Sub-score for 3.9-3.11	28			
	Total for Form 3	198			

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:

Name Specialization Nationality Period of service

.... ..

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.

- 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:

<u>MILESTONE</u> ⁸	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

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.

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

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.

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

¹²This 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.

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.

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]**

Annex 5

