



REQUEST FOR PROPOSALS

**Provision of Services: Quantitative Data Collection and Analysis of
Socio-Economic Position of Marginalized Roma in Western Balkans
and Turkey
(Regional Roma Survey)**

**Albania, Bosnia and Herzegovina, FYR Macedonia, Kosovo¹, Montenegro, Serbia
and Turkey**



United Nations Development Programme

April, 2017

¹ All references to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999)



Section 1. Letter of Invitation

Istanbul, Turkey
April 21, 2017

Regional Roma Survey – UNDP-IRH-RFP-2017-04

Dear Sir/Madam:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Evaluation Methodology
- Section 4 – Terms of Reference
- Section 5 – Proposal Submission Form
- Section 6 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 7 – Technical Proposal Form
- Section 8 – Financial Proposal Form
- Section 9 – Form for Proposal Security
- Section 10 – Instructions for Preparation and Submission of Proposals
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of Technical and Financial Proposal shall be submitted separately in hard and soft copy versions. Please refer to Section 2 for detail instructions and Section 10 Instructions for Preparation and Submission of Proposals.

A pre-proposal conference will be held on **Tuesday, May 02, 2017** via Skype – online at 11:30 am IST Time. The UNDP focal point for the arrangement is Ms. Tugce Akpek – Procurement Assistant at e-mail: procurement.irh@undp.org

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

United Nations Development Programme, Istanbul Regional Hub
procurement.irh@undp.org
Attention: Ms. Tugce Akpek, Procurement Assistant

The letter should be received by UNDP preferably no later than **Friday, May 05, 2017**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP



would appreciate your indicating the reason, for our records.

The submission of proposal shall be received by UNDP IRH no later than **Monday, May 22, 2017** (till 17:00 Istanbul time)

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Andrey Pogrebnyak, Operations Advisor



Section 2: Instruction to Proposers²

Definitions

- a) “Contract” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “Country” refers to the country indicated in the Data Sheet.
- c) “Data Sheet” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “Day” refers to calendar day.
- e) “Government” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “Instructions to Proposers” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “LOI” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “Material Deviation” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “Proposal” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “Proposer” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “RFP” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the

² Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..



Terms of Reference.

- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be



disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:



- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 9);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be



responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be



transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.



16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:



- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.



If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the*



time and date for proposal opening” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.



- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or MODIFICATION”.
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP’s decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer’s submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer’s submission shall not be discussed.



E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):



$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})$$

Total Combined and Final Rating of the Proposal

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.



31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals



UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.



38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

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



Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Regional Roma Survey
2		Title of Services/Work:	Quantitative Data Collection and Analysis on the Socio-Economic Position of Marginalised Roma in Western Balkans and Turkey
3		Country / Region of Work Location:	Albania, Bosnia and Herzegovina, Former Yugoslav Republic of Macedonia, Kosovo ³ , Montenegro, Serbia and Turkey
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score. As stated in detail in ToR, proposers are expected to submit Financial Part in two versions as follows:

³ All references to Kosovo in this doc shall be understood as per UN Security Council Resolution 1244/1997



			<p>Alternate offer 1:</p> <ul style="list-style-type: none"> 750 Roma households and 350 non-Roma households and 170 questions <p>Alternate offer 2:</p> <ul style="list-style-type: none"> 750 Roma households and 350 non-Roma households and 180 questions
7	C.22	A pre-proposal conference will be held on:	<p>Time: 12:00 pm IST Time Date: Tuesday, May 02, 2017 Venue: Online - Skype</p> <p>The UNDP focal point for the arrangement is: Ms. Tugce Akpek – Procurement Assistant E-mail: procurement.irh@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: 2% of the Expected Contract Value Form: Bank Guarantee
10	B.9.5	Acceptable forms of Proposal Security ⁴	<input checked="" type="checkbox"/> Bank Guarantee (See Section 9 for template)
11	B.9.5 C.15.4 a)	Validity of Proposal Security	30 days
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	N / A

⁴ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.



14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ms. Tugce Akpek E-mail address dedicated for this purpose: procurement.irh@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁵ www.tr.undp.org / www.undp.org / www.ungm.org
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original: 1 (hard copy) Copies: 2 (1 hard copy and 1 soft copy) Proposals must be submitted in hard copy and in soft copy. Submissions must be identical and include all required documents. In the event of any discrepancies the original proposal submitted in hard copy shall govern. Hard copy: 1 (one) Original in paper format including technical and financial proposals sealed in separate envelopes 1 (one) Copies of technical and financial proposals sealed in separate envelopes in paper format Soft copy (USB memory device): 1 USB containing technical proposal and 1 USB containing financial proposal enclosed in respective envelopes.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.



20	D.23.1 D.23.2 D.24	Proposal Submission Address	UNDP IRH Attn: Tugce Akpek – Procurement Assistant Key Plaza, Abide-i Hürriyet Cd. Istiklal Sk. No:11 34381, Sisli, Istanbul, Turkey
21	C.21 D.24	Deadline of Submission	Date and Time : Monday, May 22, 2017 17:00 IST Time
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	Electronic submission of proposals will not be accepted.
24	D.23.1	Date, time and venue for opening of Proposals	as per UNDP defined schedule.
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% For an Offeror to be determined as “technically qualified”, that Offeror should secure at least 70% of total maximum attainable technical scores. At the end of the above described evaluation process, the technically qualified proposers shall be identified and ranked according to their combined scores (technical +financial).
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> List of implemented projects/realized contracts with a reference list and client contacts indicating the e-mail addresses and/or phone numbers of contact persons <input checked="" type="checkbox"/> Capacity of the human resources to be documented which ensures high-quality and timely completion



			<p> <input checked="" type="checkbox"/> Availability of own technical resources <input checked="" type="checkbox"/> A comprehensive data which states the capacity of the company for carrying out the services <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures. If any. <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past year. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value during the past 3 years <input checked="" type="checkbox"/> An evidence of experience in conducting research in Western Balkan and Turkey must be provided <input checked="" type="checkbox"/> A network of sub-offices in Western Balkan and Turkey is an asset <input checked="" type="checkbox"/> CVs of the proposed team members. </p> <p>Technical proposal to also include:</p> <ul style="list-style-type: none"> • Information on state of play presenting offeror's understanding/professional guess based on information available in line with ToR (an initial need assessment); • Evidence based strategy and business model description that will lead towards successful completion of the assignment (methodology);
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			<ul style="list-style-type: none"> List and timeframe of activities linked to specified deliverables/outputs, with preliminary description of activities, including events and workshops/seminars; Preliminary Information related to interviewer trainings to be organized.
27		Other documents that may be Submitted to Establish Eligibility	N/A
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	N/A
29	C.15.2	Latest Expected date for commencement of Contract	June 30, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	June – December 2017
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The overall evaluation score will be based on a combination of the technical score and the financial offer. The eligible Offeror who secured the highest cumulative score will be considered for the award of contract.</p> <p>The weight of the Technical Evaluation is 70% and the weight of the Financial Evaluation is 30%. Please refer to Technical Evaluation Grid provided in Section 3.</p> <p>The “Grand Total” amount to be quoted by the Offerors shall be the basis of Financial Evaluation.</p>
33	E.29.4	Post-Qualification Actions	N/A
34		Conditions for Determining Contract Effectivity	Upon the signature of the contract by both parties.



35		Other Information Related to the RFP	UNDP shall affect payments to the Contractor as per the deliverable schedule provided in the TOR given in Section 4 of the RFP. 100% of each payment to the Contractor shall be affected upon acceptance and approval by UNDP, of the respective deliverables and related invoices submitted by the contractor. Invoices shall be paid within 30 (thirty) days of the date of their acceptance by UNDP.
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Section 3: EVALUATION OF METHODOLOGY FOR PROPOSALS

Evaluation of the proposals will include 2 steps:

1. Evaluation of technical proposal
2. Evaluation of financial proposal

RFP evaluation methodology will be based on a *cumulative analysis scheme* where a total score is obtained upon the combination of weighted technical and financial attributes. The weight of the technical proposal – 70% (700 points) and the weight of the financial proposal - 30% (300 points). Prior to evaluation of the proposals, UNDP shall determine whether they are complete with respect to minimum documentary requirements, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, whether the proposals are generally in order, whether proposal validity is respected, whether the full range of items are covered, whether company has minimum 3 years of international experience, whether bidders are compliant with General Terms and Conditions and other.

UNDP may reject any proposal at this stage.

Step 1 Technical evaluation criteria (weighted) – maximum obtainable points - 700:

1. Expertise of the company / organization submitting the proposal - 24% - 170 points
2. Proposed work plan, methodology and approach – 40% - 280 points
3. Personnel and invited experts – 36% - 250 points

Technical evaluation criteria are summarized in the table below.

Technical proposals must obtain minimum 490 points (70% of 700 points) to proceed to financial evaluation.

Step 2 - Financial evaluation (weighted) – maximum obtainable points – 300:

Financial proposals are not to be opened until the technical proposals have been evaluated. Only proposals achieving minimum 490 points in the technical evaluation will be opened.

Any proposals that do not meet the minimum technical score requirement will be rejected as being non-responsive (technically non-compliant).

Total obtainable points – 300. The maximum number of points will be assigned to the financial proposal resulting in the lowest cost. The points for other proposals will be assigned according to the formula:

$(\text{max score} \times \text{lowest price proposal} (\$)) / \text{price proposal} (\$) = \text{score of price proposal} (x)$



Financial proposals will be evaluated based on the total price. Proposed discount schemes (sliding scales, kick-back bonuses and other) will not be included in the financial evaluation of the proposals. The total score for each vendor will be calculated by summing up the technical score and financial score.

3.1. TECHNICAL EVALUATION GRID

The technical proposals to be submitted by the Offerors shall be evaluated as per below criteria:

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
				A	B	C	D
1	Expertise of the company / organization submitting the proposal	24%	170				
2	Proposed work plan, methodology and approach	40%	280				
3	Personnel and invited experts	36%	250				
	Total Score	100%	700				

Technical Evaluation Criteria for UNDP IRH ToR

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Organization		
			A	B	C
Expertise of the company/organization submitting the proposal					
1.1	Officially registered organization (commercial, non-profit, non-governmental, educational establishment): 5-6 years in operation –5 points, 7-8 years – up to 10 points, more than 8 years – up to 15 points.	15			
1.2	Minimum 5 years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis: 5-6 years –10 points, 7-8 years – up to 20 points, 9 years and more– up to 30 points.	30			



1.3	Experience in conducting research related to social development, social exclusion etc., evidenced by submitted summaries of reports: no relevant experience – 0 points; 1-3 relevant surveys – 15 points, 4 relevant surveys – up to 25 points, 5 surveys or more – up to 40 points.	40			
1.4	Availability of human resources to ensure high-quality and timely completion of the assignment – 5 points;	5			
1.5	Availability of own technical resources for conducting survey in piloted countries: no availability – 0 points, availability of technical resources – 10 points; availability of a network of sub- offices in Western Balkans and Turkey -15 points	15			
1.6	Availability of the network of interviewers for carrying out a field work: no availability – 0 points, availability of the network – 10 points.	10			
1.7	Experience in working with international organizations: (no experience – 0 points; availability of experience – 15 points).	15			
1.8.	Quality of prior projects' results (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work should be provided in the Proposal): - relevance of the cases - 5 points, - quality of the results – 5 points.	10			
1.9	Quality of analytical reports prepared earlier on similar subjects (not less than two examples should be provided in the Proposal): - clarity and consistence of the information - 5 points, - relevance of the visualization means – 5 points, - quality of analysis – 5 points.	15			
1.10	Quality of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016 (not less than one example should be provided in the Proposal): - methods and tools are well-adjusted to the purpose and objectives of a survey – 10 points; - methodology is aimed at designing comprehensive analytical report - 5 points.	15			
The total score on Form 1		170			



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Technical Proposal Evaluation Form 2		Points Obtainable	Company/Organization		
			A	B	C
Proposed work plan, methodology and approach					
2.1	The relevance of the technical proposal to the objectives and tasks of the TOR, the quality of the proposed approach and methodology and its compliance with the stated goals of the TOR: <ul style="list-style-type: none">- The methodology is well-adjusted to the needs of the ToR –40 points;- The methods and tools proposed meet the purpose and objectives of survey and are detailed in the proposal –40 points;- The technical proposal is realistic within the timeframe stated in TOR – 30 points.- The methodology allows for comparisons with 2004 and 2011 surveys 20 points.	130			
2.2	The proposed sampling methodology: <ul style="list-style-type: none">- Includes specific regions and cities in countries where the Contractor has capacity to conduct the research – 20 points;- Demonstrates understanding of the Roma specifics issues – 30 points;- Demonstrates understanding of UNDP and partner organizations priorities and needs for information – 20 points;- Includes at least one sampling script – 10 points;- Includes alternative sampling scripts – 10 points.	90			
2.3	Work plan and timelines: <ul style="list-style-type: none">- Work plan is well elaborated and feasible and includes visualized work schedule – 10 points;- Work plan envisages all the activities and deliverables outlined in ToR – 20 points;- Key activities of the work plan developed in the optimal sequence - 20 points.- Work plan presents alternative/mitigation options in case of delays/unexpected events – 10 points	60			
	The total score on Form 2	280			



	Technical Proposal Evaluation Form 3	Points Obtainabl e	Company / Organization		
			A	B	C
Personnel and invited experts/consultants					
	Team Leader/Research Coordinator				
3.1	Higher education with the relevant degree in Social Sciences, Economy, Finance, Statistics, Management, Business Administration, Public Administration, other related field (Master's/ Specialist's degree - 10 points, PhD or above - 20 points)	20			
3.2	Experience in project management and/or leading research teams, international consultants (5 years - 10 points, 6-7 years – 20 points, 8 years and more - 30 points)	30			
3.3	Experience in conducting market assessments, social surveys/marketing research and/or producing analytical products (5 years – 5 points, 6 -9 years - 10 points, 10 years and more – 15 points)	15			
	Experience at the regional level in conducting market assessments, social surveys/marketing research and/or producing analytical products (3 years – 5 points, 3-6 years - 10 points, 6-10 years and more – 15 points)	15			
3.4	Language skills (Fluent English – 5 points, Fluent English and one of languages spoken in Western Balkans and/or Turkey - 10 points)	10			
Interim score by criteria 3.1-3.4		90			
	Social development researcher				
3.5	Higher education with the relevant degree in Sociology, Political Science, Economy, or other related field (Master's/ Specialist's degree - 5 points, PhD or above - 10 points).	10			
3.6	Experience in social surveys/marketing research design (5 years – 5 points, 6-7 years – 7 points, 8 years and more - 10 points);	10			
	Experience at regional level in social surveys design and analysis (3 years - 5 points, 4-6 years – 7 points, 7 years and more - 10 points);	10			
3.7	Proven experience in social development in general (1-2 related projects/publications or years of	10			



	experience – 15 points, 3-4 related project – 20 points; 5 and more related projects/publications or years of experience – 25 points)				
3.8	Language skills (Fluent English 5 points; fluent English and one of languages spoken in Western Balkans and/or Turkey – 10 points).	5 10			
Interim score by criteria 3.5-3.8		50			
	Sampling Specialist				
3.9	Higher education with the relevant degree in Statistics, Marketing, Economy, Management, Social Science, Public Administrations or other related field (Master's/ Specialist's degree - 10 points, PhD or above - 20 points)	20			
3.10	Experience in market and consumer surveys design and implementation, including sample design: (3-4 years - 10 points, 5-6 years - 20 points, 7 years and more - 30 points).	30			
3.11	Language skills (Fluent English – 5 points: Fluent English and one of languages spoken in Western Balkan countries/territory and/or Turkish - 10 points)	10			
Interim score by criteria 3.9-3.11		60			
The total score on Form 3		200			



Section 4: Terms of Reference (TOR)

Implementation of Survey: Quantitative Data Collection about Socio-Economic Position of Marginalised Roma in Western Balkans and Turkey

I. BACKGROUND INFORMATION

UNDP is implementing the Regional Roma Survey (RRS) project, which has the overall objective of narrowing the gap in multi-dimensional poverty and access to socio-economic rights between marginalized Roma and non-Roma populations in Western Balkans and Turkey. This will be achieved through collecting comprehensive quantitative data and making them available for evidence based policy making, aimed at narrowing the gap between marginalized and non-visible (those with no personal documentation) Roma and non-Roma in various aspects of wellbeing, including but not limited to income, education, employment, health, housing, and access to civil registration/ personal documentation. The decision to collect and analyse data on the socio-economic position of Roma is a result of a consensus among EU and Directorate -General for Neighbourhood and Enlargement Negotiations (DG Near), World Bank (WB) and UNDP that well-targeted and impactful Roma inclusion policies and programmes are only possible if there is up-to-date and reliable data to monitor them.

UNDP's first major data collection on Roma living standards was carried out in 2004, and provided baseline data for the Decade of Roma Inclusion. The second round of the regional Roma survey was carried out in 2011, in partnership with the European Union, World Bank, and in coordination with the EU's Fundamental Rights Agency. These two previous surveys⁶ have provided unique and invaluable data, which have been used to measure progress in Roma inclusion policies over time, both within individual countries and between countries.

The current project will follow up with third round of regional survey on socio-economic position of Roma in Western Balkans and Turkey. For that purpose, the services of specialized survey firm/ data collection agency will be contracted.

The survey will be carried out simultaneously in the following countries: Albania, Bosnia and Herzegovina, FYR Macedonia, Montenegro, Serbia, Kosovo⁷, and Turkey, with support of DG Near, in cooperation with the World Bank, and in consultation with the EU's Fundamental Rights Agency and other UN Agencies.

⁶ <http://www.eurasia.undp.org/content/rbec/en/home/ourwork/sustainable-development/development-planning-and-inclusive-sustainable-growth/roma-in-central-and-southeast-europe/roma-data.html>

⁷ References to Kosovo shall be understood to be in the context of Security Council Resolution 1244 (1999)



II. OBJECTIVES

The overall objective of the assignment is to prepare and field a quantitative survey in Albania, Bosnia and Herzegovina, FYR Macedonia, Montenegro, Serbia, Kosovo* and Turkey and to make the results available in the form of electronic data sets ready for use by analysts. The data to be collected, based on the questionnaire (developed by the UNDP and the World Bank), will provide information on different dimensions of exclusion: income poverty, education, employment, health, housing, political and civic participation, discrimination, migration and access to personal documentation.

Specific objectives include the following:

- **Finalization of the questionnaire in cooperation with UNDP and the World Bank**, its translation into local languages (Albanian, Bosnian, Macedonian, Serbian, Montenegrin and Turkish) and re-translation into English, modification/ fine-tuning of the national languages versions (translation of questionnaire will be approved by UNDP). Computer assisted personal interviewing (CAPI) is the proposed method for questionnaire administering. If CAPI interviewing is not feasible in some countries, the interviews may be carried out using paper questionnaires (PAPI) under conditions that quality assurance methods are adjusted for PAPI and following approval by UNDP.
- **Construction of a sample** based on inputs from UNDP, the World Bank, National Statistical Offices and local Roma organizations;
- **Piloting the questionnaire** in all countries participating in the survey in order to test the adequacy of translation, content of the questionnaire and overall survey methodology. 20 respondents (10 Roma and 10 non-Roma households) will be interviewed in each country during the pilot stage. This interviews will not be included in the final sample of the survey. A detailed feedback report based on pilot experience will be used to advise on possible revisions to the survey instrument and prepare the final version of the questionnaire and methodology.
- **Interviewer selection and training**. Interview selection and training will be supported by UNDP and the World Bank.
- **Fielding the survey** in cooperation with local partner Roma organizations.
- **Processing the information collected** (data entry, performing the standard data cleaning procedures and quality control checks)
- Preparing tables containing **tabulation of results** in electronic form for the overall samples of Roma and non-Roma populations and disaggregated by key individual and household characteristics (sex, age, place of residence, income status – the exact level of



disaggregation will be agreed with the Technical Working Group, consisting of representatives of UNDP, WB and FRA, and set up for the purpose of supervising design and implementation of the survey). Final data sets will be in Stata and MS Excel format and should include calculations of weights.

- Preparing **final fieldwork reports** for each country **and** an overall **synthesis report on fieldwork**

III. SCOPE OF WORK

Under the supervision of the UNDP IRH Sustainable Development Programme Team Leader and in close coordination with the focal points for Roma issues at UNDP Country Offices, the Contractor will prepare and field a quantitative regional Roma survey in Albania, Bosnia and Herzegovina, FYR Macedonia, Kosovo*, Montenegro, Serbia and Turkey.

The Contractor will:

- 1. Draw up a detailed work plan.** A work plan should be drafted by the Contractor in close consultation with UNDP IRH. The work plan will include following segments:

- 1.1. Preparatory work:** the collection of information that is necessary to successfully carry out the survey. The contractor shall collect and analyze existing information from Census and different sources, such as national/ local administrative bodies, national quantitative surveys, qualitative research, national and local NGOs and/or other civil and international society organizations, international organizations etc. in order to determine the size, characteristics, and geographic distribution of survey target population in each country participating in the survey and identify relevant sampling frames. This information shall contribute to the development and validation of overall sampling design and the country specific sampling frames.

The contractor, in close consultation with UNDP, shall establish links with UNDP Country Offices, national/ local organizations, and communities working directly or in close co-operation with the target groups to be surveyed in each country, as necessary for carrying out the preparatory work and other project activities. This shall contribute to the development and validation of the country-specific and group-specific sampling frames and sampling plans and facilitate access to hard-to-reach respondents.

- 1.2. Timeline** for each of the survey components specified below: finalisation of sample design, finalisation of questionnaire, piloting, fielding the survey, delivery of data sets and technical report, delivery of final report. Timeline will specify the composition of a



team responsible for overall coordination in all countries participating in the survey and persons/contact points in each country, as well as deadlines for each stage to be accomplished. However, timeline may be subject to change depending on external conditions, so the contractor should be flexible in accommodating possible changes to the timeline.

2. **Finalise the design of 2 samples for each country participating in the survey, based on inputs from UNDP, the World Bank, National Statistical Offices and partnering Roma organisations.** Two versions of sample size are considered relevant for the survey: a) 750 Roma households and 350 non-Roma households; Probability sampling should be applied allowing for the generalisation of the survey results on the total Roma population in the country. Sample should also be stratified by urbanity and regions.

2.1. Sampling

The primary universe under study will consist of:

- (i) Roma households. The sample universe for Roma sample is defined as “the households in Roma settlements or areas of concentrated Roma population who identify themselves as Roma”.

Areas of concentrated Roma populations are defined as localities (municipalities, neighborhoods) where share of Roma population is above national average. The density of the Roma population in the primary sampling unit and the type of settlement help to determine the sampling strategy. A locality is **segregated** if the proportion of Roma is 40 % or higher, and random walk method could be used. A locality is considered **mixed** if the Roma represent between 10 % and 40 % of the total population in the area, and in this case a special sampling method could be used, for example adaptive cluster sampling. Areas where the proportion of Roma is under 10 % will not be included in the sample.

- (ii) Non-Roma households living in close proximity to Roma. The sampling universe for the non-Roma sample is defined as “the households of non-Roma populations living in close proximity to Roma.”

The sampling design will be based on the assumptions that, in order to achieve adequate coverage of Roma population, a combination of external and self-identification is necessary when defining the samples. Table 1 summarizes the major stages and approaches of the sampling process. As seen from the table, at the first stage of the sampling, a list of settlements from Census data will be used. While being aware that censuses understate the absolute numbers of Roma the survey accepts the fact that the census data reflect adequately **the structure and territorial distribution** of those individuals who identify themselves as Roma. In practical terms, the assumption is that the propensity to underreport is identical for each region within an individual country. Based on this assumption, the Roma sample can be taken as representative of the Roma population living in ‘Roma settlements or areas of concentrated Roma population’. Those settlements and areas are defined as settlements where the share of



Roma population equals, or is higher than, the national share of Roma population in the given country, as reflected in the census data. Those are the settlements where the Roma population is facing the most severe challenges. In countries where the Census data are very old or they do not exist at all (such as in Turkey) alternative (such as administrative data sources, research papers) or more accurate information about the Roma population exists, these alternative, more accurate information should be used.

Table 1.

Location	Albania, Bosnia and Herzegovina, FYR Macedonia, Montenegro, Serbia, Kosovo* and Turkey	
Method of data collection	Face to face interviews in the respondent household	
	Roma sample	Non-Roma sample
Sample universe	The households in Roma settlements or areas of concentrated Roma population; representatives of Roma population who implicitly identify themselves as Roma	The households of non-Roma populations living in close proximity to Roma
Sample frame	List of settlements from Census with average and above-average shares of Roma, updated with information from other relevant sources; no. of inhabitants in each settlement: general population and those of Roma ethnicity	List of settlements from Census with average and above share of Roma updated with information from other relevant sources
Type of sample	Two/three stage random representative sample	Booster sample in area of close proximity to Roma: Two/three stage random sample
1st stage PSU	Clusters within settlements inhabited by the Roma population (approx. size 30 households), selected by equal probability	Clusters in close proximity of settlements inhabited by the Roma population included in the Roma sample
2nd stage SSU	Households chosen with equal probabilities, and selected by the method of random start and equal random walk	Households chosen with equal probabilities, and selected by the method of random start and equal random walk
3rd stage SSU	(only for module 4) Household member 16+, and selected by “first birthday” technique	(only for module 4) Household member 16+, and selected by “first birthday” technique



Stratification, purpose and method	Purpose: Optimization of the sample plan, and reducing the sampling error Method: The strata are defined by criteria of optimal geographical and cultural uniformity	
Sample size	750 Roma households per country	350 non-Roma households per country

Non-Roma respondents will be selected on the basis of the proximity of their residence to Roma. The non-Roma sample will be selected during the process of random route sampling of Roma by interviewing respondents from those randomly selected households which will not be eligible to be included in the Roma sample. Or, if the Roma sample is drawn in a segregated area, the interviewers will use random route sampling in the nearest non-Roma or mixed neighborhood. In the communities with a lower density of Roma population Adaptive Cluster Sampling (ACS) could be employed. Once the household has been selected, the respondents for different modules of the questionnaire will be selected among 16+ aged household members using the closest birthday as the selection criteria.

The suggested sampling frame should enable comparisons with the regional Roma surveys conducted by UNDP in 2004 and 2011 to allow tracking of progress in those countries which participated in the previous surveys, as well as comparisons between countries participating in the 2017 survey. The sampling frame should be also comparable (to the extent possible) with FRA's 2011 and 2015/16 EU MIDIS II surveys carried out in EU member states, to allow comparisons between EU member states and countries participating in this survey. The differences in sampling design allowing for statistical comparability of this survey with 2011 UNDP/WB/EC and 2011 and 2016 FRA surveys should be addressed through weighting.

The bidders are invited to submit price quotations for one sample size for each country and Kosovo* with two options with regards number of questions

- 750 Roma households and 350 non-Roma households and 170 questions
- 750 Roma households and 350 non-Roma households and 180 questions

3. Cooperate with UNDP and the World Bank in the completion of the questionnaire, including its translation into local languages, modification/fine-tuning of the national language versions (the questionnaire translation will be approved by UNDP)

The questionnaire will be designed to yield three types of information on each group (Roma and non-Roma living in close proximity):

- a) **Characteristics of the households** shared by all its members (characteristics of the dwelling, possession of different amenities, access to infrastructures, distance from basic services providers, etc.).



- b) Basic **individual characteristics of each household member** (composition of the household, demographic characteristics of its members their education status, incidence of disability, activity status etc.)
- c) **Perception data** on behavioral aspects and individual attitudes of one member of the household (experience with discrimination in various aspects of life, and various dimensions of 'inclusion'/ exclusion.).

The survey instrument will be the same for the Roma and non-Roma samples.).

The contractor shall ensure conceptual and measurement equivalence of the core concepts of the Regional Roma survey across countries.

4. Field the survey, including following sub-activities:

4.1. Pilot test the questionnaire. The Contractor will test the questionnaire by running the pilot test (face to face interviewing in respondents home) in all countries (with limited number of respondents: 10 Roma and 10 non-Roma households) which will not count into the final sample in all countries and provide detailed feedback. Prior to running the pilot test, the Contractor will conduct a briefing session for interviewers. If the Contractor identifies problems with the questionnaire, these will be reported back to UNDP IRH.

The fieldwork should aim to deliver each questionnaire within an average period of 50-60 minutes (based on the English version).

Modifications of the questionnaire based on of lessons learned during the pilot testing will be made in consultation with UNDP and the World Bank.

4.2. Prepare the final version of questionnaires for each country.

Questionnaires will be in national language of each country in which the survey will be conducted (Albanian, Bosnian, Macedonian, Montenegrin, Serbian and Turkish), while the master copy will be in English. Questionnaires will be administrated in national language, face to face with the respondents in their home/dwelling. The Contractor is invited to develop questionnaires in computer assisted personal interviewing (CAPI) mode. If CAPI interviewing is not feasible in some countries, the interviews can be carried out using paper questionnaires (PAPI) following approval by UNDP.

4.3. In cooperation with UNDP develop training materials, select interviewers and conduct training for interviewers.

The training materials shall describe in detail:

- the background, purpose and topics of the study;
- how to use the fieldwork materials;



- the sampling technique(s) to be applied for target groups in each country;
- the procedure to be followed for selecting a respondent;
- the structure of the questionnaires and how to conduct the interview;
- any other technical aspects related to the work of the interviewers in carrying out the fieldwork;

In particular, the training shall address measures to:

- ensure understanding of the roles of the interviewer and the supervisor in the research process
- ensure that the rules of selection of respondents and sampling strategy are strictly followed
- ensure the safety of the respondents and the interviewers
- ensure confidentiality
- ensure privacy of the interview setting and how to deal with interruptions by other persons
- putting the respondent at ease
- dealing with respondents who are illiterate
- dealing with sensitive situations and distressed respondents
- how best to communicate with household members to overcome resistance to interviewing female respondents
- monitoring and supervising the interviewing process.

Trainings for interviewers will be conducted in each country.

The contractor will be responsible for selection of interviewers and composition of teams of interviewers in each country. The teams in each country must include an adequate number of enumerators and supervisors speaking the main languages spoken by the selected respondents. Following characteristics can be considered for interviewer selection: experience with simple random route sampling and adaptive cluster sampling; experience in communicating with vulnerable minority groups; being comfortable with/not prejudiced against Roma; overall interviewing experience; communication skills; responsibility and professional ethics. Wherever possible, the contractor will hire interviewers from Roma communities for the fieldwork or as assistants to the interviewers.

4.4. Conduct survey. The Contractor will conduct interviews with selected representatives of Roma and non-Roma population living in close proximity to Roma respecting the following requirements:

- The modality of survey should be **face-to face interviews** at the respondent's household.



- In order to ensure adequate reporting on possible gender sensitive aspects, there will be **two interviewers, one male and one female**.
- All interviews should be conducted in accordance with UNDP standards. UNDP will provide an initial briefing to key personnel (lead team) of the Contractor, while the Contractor will organize training for all interviewers who will carry out the survey.
- Whenever possible, persons of Roma background from Roma communities should be involved either as interviewers or assistants to interviewers during field work.
- Conduct and document the post-interview interviewers' overall assessment of the household status.

5. Process the information collected through field work (data entry, performing the standard data cleaning/ quality control checks, anonymization, logical checks procedures and documentation), including the following sub-activities:

5.1. Cleaning data collected from quantitative survey and compiling data sets;

Data will be checked for quality in real time, during the process of data collection, and the final data cleaning will be performed when the survey has been fielded in all targeted countries. The Contractor will clean all data sets to check for potential inaccuracies and omissions. The end result will be a data set ready for analytical purposes;

5.2. Preparing tables containing tabulation of results in electronic form for the overall samples of Roma and non-Roma populations, and disaggregated by key individual and household characteristics (sex, age, place of residence, income status, etc.) with exact details of disaggregation to be agreed with UNDP. Final data sets will be in Stata and MS Excel format and will include calculations of weights.

6. Prepare Final Technical Report containing fieldwork reports for each country, and overall synthesis report on fieldwork (up to 40 pages)

The Contractor will produce a technical report detailing the survey methodology, sampling design, fieldwork preparation, fieldwork (including information about selection of households and respondents within individual household), data-entry process and data quality assurance processes.

The final structure and content of the report shall be agreed with UNDP IRH, and consist of the following tentative sections:

- a) Executive summary (2-3 pages) of the Report;



- b) Description of survey methodology, including but not limited to structure and description of the study samples, selection of sampling strategy, interviewing approach, limitations and challenges encountered;
- c) Findings;
- d) Fieldwork reports for each country shall be provided in the form of annexes in the Final Technical Report.

7. **Final Report** (up to 15 pages) containing a brief description of the work performed, deliverables and any other information related to the overall organization and execution of the survey, data entry and on organization of the output files highlighting any notable difficulties, challenges and deviations from the original plan, and any other details considered necessary will be presented to UNDP for feedback and validation.

8. DELIVERABLES

The Contractor is expected to complete the tasks within the following timeframe.

#	Deliverable	Payment (%)	Timeframe
1	Detailed work plan reflecting key activities and stages.	20%	Week 1 5 June 2017
2	Survey toolkit, including report on methodology of the survey with detailed methodology, samples, tools and timetable of proposed field work submitted to UNDP IRH for clearance.	40%	Week 2-3 12 – 23 June 2017
3	Finalising the design of 2 samples for the survey		Week 2-3 12 – 23 June 2017
4	Pilot testing of the survey questionnaire, pilot test completed and necessary revisions implemented. Summary of the quality of the piloted questionnaire identifying misleading questions and any other problems experienced during the pilot data collection exercise submitted to UNDP IRH.		Week 3-4 19 – 30 June 2017
5	Preparing final questionnaires		Week 5 3 – 7 July 2017
6.	Developing training materials, selecting interviewers and conducting training the interviewers		Week 5-6 3 – 14 July 2017
7.	Fielding the survey		Week 7-15 21 August – 14 October



8.	Conducting and documenting the post-interview interviewers' overall assessment of the household status	30%	Week 16 15 October 2017
9.	Data collection and entry. Raw (i.e. unchecked) dataset, as well as clean data for review in a format readable by common statistical software (and in Stata and MS Excel format) containing cross tabulations on all the questions, as well as cleaned and weighted results in electronic format and quality assurance report provided to UNDP		Week 16-17 15-29 October 2017
10.	Final Technical Report and fieldwork reports for each country presented to UNDP IRH for feedback and validation	10%	Week 18 30 October 2017
11.	Full Final Report, containing a brief description of the work performed, deliverables and any other information related to the overall organization and execution of the survey, data entry and on organization of the output files highlighting any notable difficulties, challenges and deviations from the original plan, and any other notable occurrences presented to UNDP for feedback and validation		Week 19 6-24 November 2017

9. COPYRIGHT

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

10. MONITORING AND REPORTING REQUIREMENTS

The Contractor will work under the supervision of UNDP IRH Sustainable Development Team Leader and in close coordination with the focal points for Roma issues at UNDP Country Offices. The Contractor shall comply with the system of monitoring, evaluation and quality control, implemented by the UNDP. All necessary information, reports, statistics, electronic and paper version of the reports should be prepared and submitted for clearance by UNDP within the agreed period of time.

The Contractor has to consult with UNDP on all the steps of the process and proceed to next step only upon obtaining an approval on the accomplished step. The Contractor should arrange its activities based on the principle of constructive co-operation. It is mandatory to take into account all proposals of UNDP.



After the pilot test of the questionnaire, the Contractor shall provide UNDP IRH with a report on the quality of the piloted questionnaire identifying misleading questions and any other problems experienced during the pilot data collection exercise submitted to the Project.

After the completion of all activities, the Contractor is to submit to the UNDP IRH the Final Report, containing a brief description of the work performed and the deliverables. Final Report should also contain information related to the overall organization and execution of the survey, data entry and on organization of the output files highlighting any notable difficulties, challenges and deviations from the original plan, and any other notable occurrences.

UNDP Requirements for Analytical Reports

It is mandatory for the report structure to include: a cover page, table of contents, glossary of terms, introduction, executive summary, text of the report, conclusion, recommendations, annexes. Annexes should be duly numbered, all tables should contain references to sources and be numbered, as well as 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 survey 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.

All reports and results are to be submitted to the UNDP in electronic form (*.docx, *.xlsx, *.pptx, and *.pdf, SPSS output files or other formats accepted by UNDP).

11. MANAGEMENT ARRANGEMENTS

The Contractor shall be responsible for managing the process of the task, its human resources, logistics and expenditures related to the tasks, in terms of time and adequacy in close consultations with the UNDP IRH.

The Contractor should ensure the reference to UNDP.

The Project implementation will be monitored in accordance with the working plan, but UNDP IRH reserves the right to request information about the current state of progress at any stage. The final decision on the evaluation of the work delivered by the Contractor will be made by the UNDP IRH Sustainable Development Team Leader.

12. EXPERIENCE AND QUALIFICATION REQUIREMENTS (ELIGIBILITY CRITERIA) OF THE CONTRACTOR

General requirements:



- 1) The Company / Organization should be officially registered (commercial, non-profit, non-governmental, educational establishment);
- 2) At least five years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis, including 3 years of proven experience in conducting comprehensive social surveys and/or marketing, research at the regional and/or global level;
- 3) Experience in conducting research related to Roma communities is an asset;
- 4) Company with a network of sub-offices in Western Balkan countries and Turkey is an asset;
- 5) Availability of human resources to ensure high-quality and timely completion of the assignment;
- 6) Availability of own technical resources for conducting survey, conducting and recording interviews;
- 7) Availability of a network of interviewers for carrying out a field work will be an asset;
- 8) Experience in working with the international organizations and donor agencies will be an asset;

Requirements for the Key Personnel:

1. Team Leader/Research Coordinator

- Master's/ Specialist's degree or PhD in Social Sciences, Economy, Finance, Statistics, Management, Business Administration, Public Administration or other related field;
- Minimum 5 years of experience in project management and/or leading research teams, international consultants, including 3 years' experience in project management and/or leading research teams at the regional level;
- Minimum 5 years of experience in conducting market assessments and/or producing analytical products;
- Fluency in English, knowledge of one of languages spoken in Western Balkans and/or Turkey is an asset.

2. Social development researcher

- Masters/Specialist degree or PhD in Sociology, Political Science, Economy or other related field
- Minimum 5 years of experience in social (and or marketing) research design
- Minimum 3 years of experience at regional level in social research design and analysis
- Experience in social development in general (minimum 2 related project/publications)
- Fluency in English, knowledge of one of languages spoken in Western Balkans and/or Turkish is an asset

3. Sampling Specialist

- Masters/Specialists degree, or PhD in Statistics, Marketing, Economy, Management, Social Sciences, Public Administration or related field
- Minimum 3 years of experience in market and consumer survey design and implementation, including sample design



- Fluency in English, one of languages spoken in Western Balkans and/or Turkish is an asset.

NOTE: Selected Contractor should discuss the goals of assignment and methodology with UNDP IRH. The final version of the methodology with detailed research methods, samples, tools and timetable of proposed field work should be approved by UNDP IRH.



Section 5: Proposal Submission Form⁸

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]



Section 6: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.



<p>13. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>
<p>14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.</p> <p><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>

IMPORTANT NOTES:

Note 1: In case of the offeror is a JV/Consortium; the leading partner shall comply with all eligibility criteria. Other partner(s) are not required to comply with the requirements.

Note 2: If the offeror is a member of a group company, the statement of Satisfactory Performance / reference letters shall belong to its own, but not to another member(s) of the group.

Note 3: If the offeror would like to use similar work experiences (see the table provided in Section 7) of other member(s) of the group in its technical proposal, it shall apply through establishment of a JV/Consortium.



Section 7: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

1.1	Officially registered organization (commercial, non-profit, non-governmental, educational establishment): 5-6 years in operation – 5 points, 7-8 years – up to 10 points, more than 8 years – up to 15 points.
1.2	Minimum 5 years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis: 5-6 years – 10 points, 7-8 years – up to 20 points, 9 years and more – up to 30 points.
1.3	Experience in conducting research related to social development, social exclusion etc., evidenced by submitted summaries of reports: no relevant experience – 0 points; 1-3 relevant surveys – 15 points, 4 relevant surveys – up to 25 points, 5 surveys or more – up to 40 points.
1.4	Availability of human resources to ensure high-quality and timely completion of the assignment – 5 points;
1.5	Availability of own technical resources for conducting survey in piloted countries: no availability – 0 points, availability of technical resources – 10 points; availability of a network of sub- offices in Western Balkans and Turkey -15 points
1.6	Availability of the network of interviewers for carrying out a field work: no availability – 0 points, availability of the network – 10 points.
1.7	Experience in working with international organizations: (no experience – 0 points; availability of experience – 15 points).



1.8.	<p>Quality of prior projects' results (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work should be provided in the Proposal):</p> <ul style="list-style-type: none"> - relevance of the cases - 5 points, - quality of the results – 5 points.
1.9	<p>Quality of analytical reports prepared earlier on similar subjects (not less than two examples should be provided in the Proposal):</p> <ul style="list-style-type: none"> - clarity and consistence of the information - 5 points, - relevance of the visualization means – 5 points, - quality of analysis – 5 points.
1.10	<p>Quality of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016 (not less than one example should be provided in the Proposal):</p> <ul style="list-style-type: none"> - methods and tools are well-adjusted to the purpose and objectives of a survey – 10 points; - methodology is aimed at designing comprehensive analytical report - 5 points.

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN



2.1	<p>The relevance of the technical proposal to the objectives and tasks of the TOR, the quality of the proposed approach and methodology and its compliance with the stated goals of the TOR:</p> <ul style="list-style-type: none"> - The methodology is well-adjusted to the needs of the ToR –40 points; - The methods and tools proposed meet the purpose and objectives of survey and are detailed in the proposal –40 points; - The technical proposal is realistic within the timeframe stated in TOR – 30 points. - The methodology allows for comparisons with 2004 and 2011 surveys 20 points.
2.2	<p>The proposed sampling methodology:</p> <ul style="list-style-type: none"> - Includes specific regions and cities in countries where the Contractor has capacity to conduct the research – 20 points; - Demonstrates understanding of the Roma specifics issues – 30 points; - Demonstrates understanding of UNDP and partner organizations priorities and needs for information – 20 points; - Includes at least one sampling script – 10 points; - Includes alternative sampling scripts – 10 points.
2.3	<p>Work plan and timelines:</p> <ul style="list-style-type: none"> - Work plan is well elaborated and feasible and includes visualized work schedule – 10 points; - Work plan envisages all the activities and deliverables outlined in ToR – 20 points; - Key activities of the work plan developed in the optimal sequence - 20 points. - Work plan presents alternative/mitigation options in case of delays/unexpected events – 10 points

SECTION 3: PERSONNEL

Team Leader/Research Coordinator	
3.1	Higher education with the relevant degree in Social Sciences, Economy, Finance, Statistics, Management, Business Administration, Public Administration, other related field (Master's/ Specialist's degree - 10 points, PhD or above - 20 points)
3.2	Experience in project management and/or leading research teams, international consultants (5 years - 10 points, 6-7 years - 20 points, 8 years and more - 30 points)
3.3	Experience in conducting market assessments, social surveys/marketing research and/or producing analytical products (5 years - 5 points, 6-9 years - 10 points, 10 years and more - 15 points)
	Experience at the regional level in conducting market assessments, social surveys/marketing research and/or producing analytical products (3 years - 5 points, 3-6 years - 10 points, 6-10 years and more - 15 points)
3.4	Language skills (Fluent English - 5 points, Fluent English and one of languages spoken in Western Balkans and/or Turkey - 10 points)
Social development researcher	
3.5	Higher education with the relevant degree in Sociology, Political Science, Economy, or other related field (Master's/ Specialist's degree - 5 points, PhD or above - 10 points).
3.6	Experience in social surveys/marketing research design (5 years - 5 points, 6-7 years - 7 points, 8 years and more - 10 points);
	Experience at regional level in social surveys design and analysis (3 years - 5 points, 4-6 years - 7 points, 7 years and more - 10 points);
3.7	Proven experience in social development in general (1-2 related projects/publications or years of experience - 15 points, 3-4 related project - 20 points; 5 and more related projects/publications or years of experience - 25 points)
3.8	Language skills (Fluent English 5 points; fluent English and one of languages spoken in Western Balkans and/or Turkey - 10 points).
Sampling Specialist	
3.9	Higher education with the relevant degree in Statistics, Marketing, Economy, Management, Social Science, Public Administrations or other related field (Master's/ Specialist's degree - 10 points, PhD or above - 20 points)
3.10	Experience in market and consumer surveys design and implementation, including sample design: (3-4 years - 10 points, 5-6 years - 20 points, 7 years and more - 30 points).
3.11	Language skills (Fluent English - 5 points: Fluent English and one of languages spoken in Western Balkan countries and/or Turkish - 10 points)



Section 8: Financial Proposal Form¹¹

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.

PRICE SCHEDULE

PLEASE REFER TO ANNEX I – PRICE SCHEDULE OF THIS SECTION (.xls).

¹¹ *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*



Section 9: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

To: UNDP
[Insert contact information as provided in Data Sheet]

WHEREAS *[name and address of Contractor]* (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address



Section 10: INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

A) PREPARATION OF PROPOSALS

The Offerors shall prepare their proposals in exactly the same envelopes, order and numbering/referencing stipulated in this RFP.

Each envelope shall contain 1 (one) hard original, 1 (one) hard and 1 (one) soft copies of the required content for that envelope in terms of information/documentation, etc.

The Offerors shall prepare 'Indexes' for each envelope which shows the proposal parts corresponding to the sections in the RFP and TOR.

INNER ENVELOPES

The Proposal shall comprise the following inner envelopes with the required documentation/information:

a) Inner Envelope I:

This is the envelope for the documents that will be evaluated with respect to '**COMBINED SCORING METHOD**'.

The Offerors shall fill out, sign and stamp the Section 5 "Proposal Submission Form" and Section 6 "Documents Establishing the Eligibility and Qualifications of The Proposer" templates given in this RFP. All administrative documents requested in this RFP shall be submitted along with Section 6 as its annexes.

The 'Proposal Submission Form' given in Section 5 and Section 6 of the RFP shall not contain any price information. It shall be signed and stamped by the Offerors and placed in Inner Envelope I.

b) Inner Envelope II:

This is the envelope for "**Section 7-Technical Proposal Submission Form**".

The Offeror shall respond to each and every section/subsection given in the Technical Proposal Form, given in Section 7 of this RFP. Each section/subsection of the Offeror's proposal shall be placed in a separate section of the file in exactly the same order given in the 'Technical Proposal Submission Form' and shall be listed in the index with its respective number in the Technical Proposal Form.



“Technical Part of the Proposal” shall be placed in Inner Envelope II and shall not contain any price information.

c) Inner Envelope III:

This is the envelope for **‘PRICE PROPOSAL’**.

The Offerors shall fill out, sign and stamp the ‘Price Schedules’, templates of which are given in Section 8 of this RFP.

OUTER ENVELOPE

The above listed three envelopes (Inner Envelope I, Inner Envelope II and Inner Envelope III) shall be placed in an ‘Outer Envelope’.

B) SEALING AND MARKING OF PROPOSALS

The Offerors shall seal the Proposals in 1 (one) outer and 3 (three) inner envelopes, as detailed below:

a) The outer envelope:

The outer envelope shall contain 3 (three) inner envelopes and shall be addressed to UNDP RBEC, IRH Istanbul Office. The outer envelope shall bear the following information on it:

**United Nations Development Programme
Regional Bureau for Europe and the CIS, Istanbul Regional Hub
(UNDP RBEC, IRH)
Key Plaza, Abide-i Hürriyet Cd. Istiklal Sk. No:11
34381, Sisli, Istanbul, Turkey**

RFP: Provision of Consultation Services for Quantitative Survey on Socio-Economic Position of Roma in Western Balkans and Turkey

REF: “UNDP-IRH-RFP-2017-04”

LEGAL NAME and ADDRESS OF THE OFFEROR:



b) The inner envelopes:

All three inner envelopes shall bear the below information:

Name and Address of the Offeror:

Envelope Nr:

Envelope Content: (as described above)

Note, if the outer and inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.



Section 11: Contract for Professional Services

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 Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 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

....

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 Payment

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 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]**.
 - 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 conditions**
- 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.



- 4.2 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.
- 4.3 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.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.
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:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

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 DESIGNATION]

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

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____

UNDP



GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.



8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for



hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to



know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging



from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES:**

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:



22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 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.

23.2 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.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall



require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 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.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
