



REQUEST FOR PROPOSALS

Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine.

Organize trainings and consulting services to local authorities' officials and staff of centers of public administrative services (TSNAP) in Donetsk and Lugansk oblasts



United Nations Development Programme

May, 2017

Section 1. Letter of Invitation

Kyiv, Ukraine
May 11, 2017

26-2017-UNDP-UKR-RFP-RPP

Dear Bidder,

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 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Performance Security *(may be required from winning entity)*
- Section 9 – Form for Advanced Payment Guarantee *(may be required from winning entity)*
- Section 10 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal (in separate archive files), should be submitted in accordance with Section 2.

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

United Nations Development Programme
procurement.ua@undp.org
Attention: Procurement Unit

The letter should be received by UNDP preferably no later than **May 29, 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.

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,

Mr. Zafar Yuldoshev,
a.i. Deputy Country Director (Operations)
United Nations Development Programme

Section 2: Instruction to Proposers¹

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 Terms of Reference.
- l) “Services” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ 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.**

- 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 <https://intranet.undp.org/global/documents/rma/UNDP%20Anti-fraud%20Policy%20English%20FINAL.pdf#search=anti%20fraud%20policy> and <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html> 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.undp.org/content/dam/undp/img/corporate/procurement/UN%20Supplier%20Code%20of%20Conduct.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 8);
- 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):

TP Rating = Total Average Score Obtained by the Offer

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x Maximum Obtainable Financial Score

Total Combined Score:

TP Score + FP Score = **Total Combined and Final Score 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/business/protest-and-sanctions.html> 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/business/protest-and-sanctions/>

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. ² | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|---------------------|----------------------------|---|--|
| 1 | | Project Title : | Project: Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine. |
| 2 | | Title of Services/Work: | Organize trainings and consulting services to local authorities' officials and staff of centers of public administrative services (TSNAP) in Donetsk and Lugansk oblasts |
| 3 | | Country / Region of Work Location: | Ukraine/Government controlled areas of Donetsk and Luhansk oblasts |
| 4 | C.13 | Language of the Proposal: | <input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Ukrainian/Russian |
| 5 | C.20 | Conditions for Submitting Proposals for Parts or sub-parts of the TOR | <input type="checkbox"/> Allowed <input checked="" type="checkbox"/> Not allowed |

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

| | | | |
|----|-----------------------|---|--|
| 6 | C.20 | Conditions for Submitting Alternative Proposals | <input checked="" type="checkbox"/> Shall not be considered <input 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. |
| 7 | C.22 | A pre-proposal conference will be held on: | Time: 15-00 Date: May 19, 2017 Address: 1, Klovsy Uzviz, Kyiv Venue: Aleksanyan conference hall Contact person: Procurement Unit Telephone: +38 044 253 93 63 |
| 8 | C.21 | Period of Proposal Validity commencing on the submission date | <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days |
| 9 | B.9.5 C.15.4 b) | Proposal Security | <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required |
| 10 | B.9.5 | Acceptable forms of Proposal Security ³ | N/A |
| 11 | B.9.5 C.15.4 a) | Validity of Proposal Security | N/A |
| 12 | | Advanced Payment upon signing of contract | <input type="checkbox"/> Allowed up to a maximum of 20% of contract ⁴ <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will not be imposed |

³ 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.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

| | | | |
|----|---------------|--|---|
| | | | <input type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.1% Max. no. of days of delay : 30 After which UNDP may terminate the contract. |
| 14 | F.37 | Performance Security | <input type="checkbox"/> May be Required from winning entity upon discretion of UNDP based on the degree of risks involved in the performance of the work, and other factors Amount:10 % of the contract amount Form: Bank guarantee <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\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate: May 2017, please refer to treasury.un.org</i> |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission date. |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions ⁵ | Focal Person in UNDP: Procurement Unit Address:1, Klovsky Uzviz, 01021 Kyiv, Ukraine Tel No.:+38 044 253 9363 Fax No.:+38 044 253 2607 E-mail address dedicated for this purpose: procurement.ua@undp.org |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to | <input type="checkbox"/> Direct communication to prospective Proposers by email or fax |

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

| | | | |
|----|--------------------------|--|---|
| | | 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 ⁶ http://procurement-notices.undp.org |
| 19 | D.23.3 | No. of copies of Proposal that must be submitted [if transmitted by courier] | Original : 1 Copies : 0 |
| 20 | D.23.1 D.23.2 D.24 | Proposal Submission Address | <u>For Technical and Financial proposals:</u> tenders.ua@undp.org <u>Please note that proposals received through any other address will not be considered.</u> |
| 21 | C.21 D.24 | Deadline of Submission | Date and Time: May 29, 2017 23:59 Kyiv time |
| 22 | D.23.2 | Allowable Manner of Submitting Proposals | <input checked="" type="checkbox"/> Electronic submission of Bid ⁷ - for Technical and Financial Proposals submission |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <input checked="" type="checkbox"/> Official Address for e-submission: tenders.ua@undp.org <input checked="" type="checkbox"/> Format : PDF files preferred in ZIP archives only. ZIP archive with Financial Proposal must be password protected (other types of archive can cause failure during opening of proposals) <input checked="" type="checkbox"/> Password <u>must not</u> be provided to UNDP until the date and time of Proposal Opening as indicated in No. 24 <u>and before the UNDP request.</u> <i>Procurement Unit will contact the proposers in writing to request provision of the password to Financial proposal.</i> <input checked="" type="checkbox"/> Max. File Size per transmission: [5 MB] <input checked="" type="checkbox"/> Max. No. of transmission : [3] <input checked="" type="checkbox"/> No. of copies to be transmitted : [1] <input checked="" type="checkbox"/> Mandatory subject of email : 26-2017-UNDP-UKR-RFP-RPP <input checked="" type="checkbox"/> Virus Scanning Software to be used prior to transmission: [Files should not contain any viruses or malware software.] |

⁶ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁷ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

| | | | |
|----|--------------------------|--|--|
| | | | <p><input checked="" type="checkbox"/> Digital Certification/Signature: Please protect your financial proposal (archive) with password!</p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: [Kyiv +2]</p> <p><input checked="" type="checkbox"/> Other conditions: <i>Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</i></p> |
| 24 | D.23.1 | Date, time and venue for opening of Proposals | Not applicable for public bid opening. |
| 25 | E.29.2 E.29.3 F.34 | Evaluation method to be used in selecting the most responsive Proposal | <p><input type="checkbox"/> Lowest financial offer of technically qualified Proposals</p> <p><input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively</p> |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only) | <p><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</p> <p><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</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value for the past 2 years</p> |

| | | | |
|----|--------|---|---|
| 27 | | Other documents that may be Submitted to Establish Eligibility | <input checked="" type="checkbox"/> Duly signed Technical and financial (password protected) proposals as per Sections 4-7; <input checked="" type="checkbox"/> List of clients highlighting similar contracts for clients of comparable business nature and/or size as UNDP/UN and/or implemented projects funded by international technical assistance organizations and donors. |
| 28 | C.15 | Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>) | <input checked="" type="checkbox"/> Profile of the organization (creation date, size, number of employees, information about basic staff); <input checked="" type="checkbox"/> Letter of interest / letter of offer, which briefly describes the methodology and / or approach to work ; <input checked="" type="checkbox"/> Proposed work schedule with a list of key activities and events; <input checked="" type="checkbox"/> Describe approach to the job of trainings conducting and counseling. Necessary to develop the following elements (2 pages maximum); <ul style="list-style-type: none"> - methodology of work for the organization and conducting of trainings and distance consultations to the target audience; - Systems of analysis and compilation of information to identify the most popular topics and issues for individual and group consultations; Methodology for monitoring and reporting of providing individual and group counseling for target groups. <input checked="" type="checkbox"/> Description of experience and resumes of team members (team leader, assistant and trainers) including information on previous participation in the implementation of similar projects / tasks and at least two references from customers. Participation in projects related to the reform of decentralization. <input checked="" type="checkbox"/> At least three references from the customers |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | May 30, 2017 |

| | | | |
|----|----------------|--|---|
| 30 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | Estimated June 2017 - November 2017 |
| 31 | | UNDP will award the contract to: | <input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors : |
| 32 | E.29.2 F.34 | Criteria for the Award of Contract and Evaluation of Proposals | (See Tables below) |
| 33 | E.29.4 | Post-Qualification Actions | <input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Others |
| 34 | | Conditions for Determining Contract Effectivity | <input type="checkbox"/> UNDP's receipt of Performance Bond <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input checked="" type="checkbox"/> Others <i>Mutual signature of Acts of Acceptance</i> |
| 35 | | Other Information Related to the RFP ⁸ | <u>Administrative Requirements:</u> Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirement s: |

⁸ Where the information is available in the web, a URL for the information may simply be provided.

| | | | |
|--|--|--|---|
| | | | <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company documentation, documentation regarding the company's/organization legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> - properly registered company/organization - at least 2 years company/organization experience. ✓ Compliance the General Rules and Regulations of UNDP. Available by the link: http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf <p>Other information is available on http://procurement-notice.undp.org For the information, please contact procurement.ua@undp.org</p> |
|--|--|--|---|

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

In the First Stage, the technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and as per Evaluation Criteria specified in the tables below. In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be reviewed.

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

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

Evaluation and comparison of proposals

| Summarized evaluation form of the technical proposal | | Share of evaluation | Maximum score | Company / Other organization | | | |
|--|--|---------------------|---------------|------------------------------|--|--|--|
| 1 | Experience of the company / organization that submits proposal | 30% | 210 | | | | |
| 2 | Proposed work plan, methodology and approach | 30% | 210 | | | | |
| 3 | Staff and invited experts / consultants | 40% | 280 | | | | |
| Total score | | 100% | 700 | | | | |
| Remarks | | | | | | | |

Technical evaluation forms are provided at the next pages. The maximal points obtainable as per each criterion indicate the relative importance or score weight in general evaluation process.

Technical Evaluation Forms:

Form 1. Experience of the company / organization submitting the proposal

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel and invited experts/consultants

Technical Evaluation Criteria

| Evaluation of technical proposals Form 1 | | Maximum score | Company / Other organization | | |
|--|--|---------------|------------------------------|---|---|
| | | | A | B | C |
| Досвід компанії / організації, яка подає пропозицію | | | | | |
| 1.1 | General organizational capabilities (eg, size of the company / organization, reputation of the organization and staff, competence / relevant experience) and the duration of work on the market (2 years - 40 points, 3-5 years - 50 points, 6 years or more - 60 points) | 60 | | | |
| 1.2 | Relevant experience in the development and training on "Formation of practical skills to effectively implement the decentralization reform" (2 years - 30 points, 3-4 years - 40 points, 5 years or more - 50 points) | 50 | | | |
| 1.3 | Relevant experience in the development and training on the topic: "Organization of the process of administrative services, development of communicative skills and psychological stability of TSNAP's staff" (2 years - 30 points, 3-4 years - 40 points, 5 years or more - 50 points) | 50 | | | |
| 1.4 | Relevant experience in the field of consulting services (2 years - 30 points, 3-4 years - 40 points, 5 years or more - 50 points) | 50 | | | |
| Total score for Form 1 | | 210 | | | |

| Evaluation of technical proposals Form 2 | | Maximum score | Company / Other organization | | |
|--|---|---------------|------------------------------|---|---|
| | | | A | B | C |
| Proposed work plan, methodology and approach | | | | | |
| 2.1 | Quality of the proposed training program and its compliance with the stated objectives of Terms of Reference: - Proposed program includes elements that allow the maximum to develop the capacity of target groups to the implementation of decentralization reform proposed in the technical project - 15 points; - Proposed program includes elements that allow the maximum to develop the capacity of target groups to understand effective ways of providing administrative services in TSNAP, work in crisis situations, possible solutions, teamwork and psychological stability to conflict, proposed in the TOR - 15 points; - Five-day training program is realistic, timeframe is optimal, logistic aspects are into account (convenient start and end time, presence of coffee breaks and lunch) and correspond with the TOR tasks - 10 points; - Methods and tools proposed to use during training are correspond with the purpose and objective of training and detailed in the proposal - 10 points; - The training program involves obtaining feedback and checking of assimilation of information by participants and contains the necessary exercise to ensure this connection - 10 points | 60 | | | |
| 2.2 | How well developed, reasonable and reliable is methodology of development and conducting of trainings on "Formation of practical skills to effectively implement the decentralization reform?" - Proposed methodology provides an optimal balance of lecture and interactive methods of work with the audience - 20 points; - Choice of methodology is based on previous successful experience with the following examples of its use for such tasks - 15 points; - Methodology adapted to the needs of the target audience and TOR - 15 points | 50 | | | |
| 2.3 | How well developed, reasonable and reliable is methodology of development and conducting of trainings process for the organization of public administrative services, communication skills and psychological stability for TSNAP`s staff? - Proposed methodology provides an optimal balance of lecture and interactive methods of work with the audience - 20 points; - Choice of methodology is based on previous successful experience with the following examples of its use for such tasks - 15 points; - Methodology adapted to the needs of the target audience and TOR - 15 points | 50 | | | |
| 2.4 | How well developed, and best meet the needs of technical specifications is proposed working schedule with a list of key measures? - 50 points: | 50 | | | |

| | | | | | |
|-------------------------------|--|------------|--|--|--|
| | <ul style="list-style-type: none"> - Schedule detailed on weekdays - 20 points; - Schedule is realistic and meets time requirements of the Project - 15 points; - Key measures are designed to provide optimal sequencing and simultaneous conducting of trainings in at least two cities - 15 points | | | | |
| Total score for Form 2 | | 210 | | | |

| Evaluation of technical proposals Form 3 | | Maximum score | Company / Other organization | | |
|---|---|---------------|------------------------------|---|---|
| | | | A | B | C |
| Staff and invited experts / consultants | | | | | |
| Manager: | | | | | |
| 3.1 | Experience in project management (5 years - 10 points 6 and more – 20 points) | 20 | | | |
| 3.2 | Experience in organization of trainings on "Formation of practical skills to effectively implement the decentralization reform " (up to 2 years - 5 points, 3 years or more - 10 points) | 10 | | | |
| 3.3 | Experience in organization of trainings on "Organization of the process of administrative services, development of communicative skills and psychological stability of TSNAP`s staff" (up to 2 years - 5 points, 3 years or more - 10 points) | 10 | | | |
| 3.4 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.1 - 3.4 | | 50 | | | |
| Ключові тренери №1 | | | | | |
| 3.5 | Experience in development and training on " Formation of practical skills to effectively implement the decentralization reform " (up to 2 years - 10 points, 3 years or more - 20 points) | 20 | | | |
| 3.6 | Experience of advising local government officials (at least 2 years - 3 points, 3-4 years - 5 points more than 5 years - 10 points) | 10 | | | |
| 3.7 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.5 - 3.7 | | 40 | | | |
| Key trainers №2 | | | | | |
| 3.8 | Experience in development and training on "Formation of practical skills to effectively implement the decentralization reform " (up to 2 years - 10 points, 3 years or more - 20 points) | 20 | | | |
| 3.9 | Experience of advising local government officials (at least 2 years - 3 points, 3-4 years - 5 points more than 5 years - 10 points) | 10 | | | |
| 3.10 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.8 - 3.10 | | 40 | | | |
| Key trainers №3 | | | | | |

| | | | | | |
|--|---|------------|--|--|--|
| 3.11 | Experience in development and training on "Formation of practical skills to effectively implement the decentralization reform" (up to 2 years - 10 points, 3 years or more - 20 points) | 20 | | | |
| 3.12 | Experience of advising local government officials (at least 2 years - 3 points, 3-4 years - 5 points more than 5 years - 10 points) | 10 | | | |
| 3.13 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.11 – 3.13 | | 40 | | | |
| Key trainers №4 | | | | | |
| 3.14 | Experience in development and training on "Formation of practical skills to effectively implement the decentralization reform" (up to 2 years - 10 points, 3 years or more - 20 points) | 20 | | | |
| 3.15 | Experience of advising local government officials (at least 2 years - 3 points, 3-4 years - 5 points more than 5 years - 10 points) | 10 | | | |
| 3.16 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.14 – 3.16 | | 40 | | | |
| Key trainers №5 | | | | | |
| 3.17 | Experience in development and training on "Organization of the process of administrative services, development of communicative skills and psychological stability of TSNAP's staff" (up to 2 years - 10 points, 3 years or more - 20 points) | 20 | | | |
| 3.18 | Experience of consulting TSNAP's managers and administrators (less than 1 year - 3 points, 2-3 years - 5 points, more than 3 years - 10 points) | 10 | | | |
| 3.19 | High education in the relevant area (educational and qualification level "Master" / "Specialist" - 5 points, "PhD" or above - 10 points) | 10 | | | |
| Interim score for criteria 3.14 – 3.16 | | 40 | | | |
| Assistant | | | | | |
| 3.20 | Experience in organizing workshops, conferences or other events (2 years - 7 points 3-4 years - 15 points, 5 years or more - 20 points) | 20 | | | |
| 3.21 | Higher education in the relevant direction (educational qualification level "Bachelor" - 5 points, "Specialist" - 10 points) | 10 | | | |
| Interim score for criteria 3.17 – 3.18 | | 30 | | | |
| Total score for Form 3 | | 280 | | | |

Section 3: Terms of Reference (TOR)⁹

Programme Title: Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine.

Tasks description: «Organize trainings and consulting services to local authorities' officials and staff of centers of public administrative services (TSNAP) in Donetsk and Lugansk oblasts».

Country/place of implementation: Ukraine/Government controlled areas of Donetsk and Luhansk oblasts

Possible trips (if applicable): trips to Donetsk and Luhansk oblasts.

Starting date: June 2017

Deadline/ or the end date (if applicable): November 2017.

Name and title of the supervisor Liudmyla Skoropada, Programme Coordinator, UNDP Programme "Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine" (Programme).

1. PREAMBLE

Initiative of the organization providing consulting services for local authorities in Donetsk and Lugansk regions, will be implemented within the framework of UNDP Programme "Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine".

Events of the past two years led to the crisis in Ukraine and unprecedented events in the history of Ukraine as an independent state. Armed conflict in the east of Ukraine not only led to a general decrease socio-economic level in the country, but extremely negative impact on the political and socio-economic situation in the Donbass.

Armed conflict continues in the Donbass, has a very strong impact on the lives of people in the Donetsk and Lugansk regions, causing deterioration of social relations, depression, inefficiency of political and economic processes, eventually, a sharp decline in the safety and quality of life. In addition, the conflict has a negative impact on the institutional capacity of public authorities, especially local authorities in implementation of decentralization reform and delivery of basic social, administrative and public services.

Context

Decentralization is one of the most difficult and the most radical reforms implemented in Ukraine. The current reform gives local communities more power, but at the same time accompanied by administrative uncertainties. Some aspects of decentralization remain a matter of debate, its completion depends on the political solution of the armed conflict. Civil service reform at the local level is moving relatively slowly, due the lack of functional capacity. Shows up lack of support for local authorities (including communications) from the central government to a unified approach to creating of amalgamated territorial hromadas (ATH) that receive economic benefits in the process of decentralization, but feel the growing administrative burden, the deficit of competencies and difficulties with filling vacancies.

To obtain deeper understanding of the mechanisms of decentralization reform, administrative and public services, identification of priority services that require urgent recovery, UNDP plans to conduct training programs for local government officials and staff of the centers of public administrative services (TSNAP) in the Donetsk and Lugansk regions, which includes 20 communities.

⁹ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

II. MAIN GOALS AND OBJECTIVES

The main purpose is to develop, organize and conduct training programs and provide consultative support by Contractor for local government officials and staff of centers of public administrative services (TSNAP) in the Donetsk and Lugansk regions for representatives of 20 communities:

1. **Donetsk oblast:**

- Velykonovosilkivksa hromada;
- Vugledarska hromada;
- Mariupolska hromada;
- Bakhmutska hromada;
- Mykolaivska amalgamated territorial hromada (ATH);
- Druzhkivska hromada;
- Kramatorska hromada;
- Slovianska hromada;
- Cherkasska amalgamated territorial hromada (ATH);
- Limanska amalgamated territorial hromada (ATH).

2. **Luhansk oblast:**

- Bilovodska hromada;
- Bilokurakinska amalgamated territorial hromada (ATH);
- Krasnirichenska hromada;
- Kreminska hromada;
- Markavska hromada;
- Novoaydarska hromada;
- Novopskovska amalgamated territorial hromada (ATH);
- Popasnyanska hromada;
- Troitska amalgamated territorial hromada (ATH);
- Chmyrivska amalgamated territorial hromada (ATH)

Services training must be provided in two areas:

1. The five-day training course "Formation of practical skills to effectively implement the decentralization reform" - a general course for managers and secretaries of city`s, town`s and village`s councils, to which is planned to attract at least 520 people. In addition, for all participants in these courses should provide additional consulting services. Course should include the following topics:

- General introduction into the processes of decentralization reform in Ukraine - basic concepts, algorithms actions on the reorganization of local government, the procedural issues the organization of the amalgamated territorial hromadas (ATH) algorithm and timing of voluntary amalgamation of hromadas, links to legal documents.
- ATH activities in the health sector - an organization providing primary care.
- ATH activities on social protection of the population - general organization of social services, activity of local social centers and social assistance to families with children, women, children who find themselves in difficult circumstances.
- ATH activities in educational sphere - general organization providing educational services and the organization of different types of preschool education.
- ATH activities in law enforcement and prevention of emergency situations - general organization of law enforcement, local police and prevent emergencies.

- Finding sources of funding for local projects and project management - general organization of project management in ATH, experience of other communities, organization of cooperation with international organizations and donors.
- Fiscal issues and budget of ATH - optimal organization of financial management and fiscal policy.
- Land issues of ATH activity - general organization of land issues.
- ATH activity in the housing and communal services - general organization solving housing and utilities issues.

The Contractor must implement the following measures:

- Develop and present a detailed plan for the training program, including planned handouts for approval by UNDP;
- Develop a 5-day course on given topics;
- Provide the organization and holding of at least 26 training sessions duration of 5 days each training;
- Provide the acquisition of skills management in amalgamated territorial hromadas for all training participants in Luhansk and Donetsk regions for representatives of 20 hromadas;
- Provide remote consultations under the **voucher**¹⁰ **system** for people who will complete training on "Formation of practical skills to effectively implement the decentralization reform." Should be ensured access to remote consultations during working days (Monday-Friday from 9:00 to 18:00);
- Register consultations according to **mechanism**¹¹ agreed with the Programme;
- Organize the process and carry out regular monitoring of consultants in accordance with pre-agreed with the Programme procedures;
- Coordinate its activities with representatives from Programme manager;
- Upon requests of Programme staff provide necessary information on the implementation of tasks (including to inform stakeholders about the process of training programs and the results of consulting).

2. Training course "Organization of the process of administrative services, development of communicative skills and psychological stability TSNAP staff" for managers and administrators, to which is planned to attract at least 100 people. Course should include the following topics:

- Administrative services and activities of TSNAP - general organization work of TSNAP, review of normative acts, best practices and innovative approaches in the work of TSNAP.
- Tasks and functions of TSNAP - the organization of providing administrative services in the shortest possible time and with the minimum number of visits, simplifying procedures for administrative services and improve the quality of their provision, providing information to applicants about requirements and procedure of administrative services provided through the administrator.
- The main problems in the work of TSNAP and their solutions - simplifying complex procedures of administrative services, reduction of terms, changing of uncomfortable and limited operating mode of administrative agencies, reducing the large queues etc.
- Experience providing administrative services by hromadas in Ukraine.

¹⁰ **VOUCHER SYSTEM** that offered for providing consulting services:

One of the representatives from the city, village or town councils (in the Donetsk region 73 of such, in the Luhansk region - 60) that were trained with the formation of practical skills to effectively implement the decentralization reform will receive a voucher for consultancy support (1 voucher - 10 remote consultations by e-mail). UNDP will reimburse to Provider the cost of consultation used according to participants written request via e-mail account which will carry both the provider and every participant who took part in the training (please see Note 2). If a participant wants to continue the counseling after the number of consultation specified in the voucher ended, the competitor may do so at their own expense, but Provider encouraged to provide services for that category of people on favorable terms.

¹¹ **MECHANISM FOR REGISTRATION CONSULTING** - consultation should be provide in time maximum of two days, and should be indicated in the voucher. The contractor must keep an electronic log of consultations, which will record the name of the Participant, voucher number on which advice is given and the date of consultation, its subject, and the number of hits. The Contractor provides participants access to electronic journal where they can control the accounting for consultation, their themes and the time at which they were granted. Thus, this system will enable control register as a consulting company that will provide services to participants of trainings and participants that will receive its.

- Development of communication skills and psychological stability of personnel of TSNAP - psychological training for administrators and managers.

The Contractor must implement the following measures:

- Develop and present a detailed plan for the training program, including planned handouts for approval by UNDP;
- Develop a 5-day course on given topics;
- Provide the organization and holding of at least 4 training sessions duration of 5 days each training;
- Include to the training course the general information about organization work of TSNAP, review of normative acts, best practices and innovative approaches in the work of TSNAP;
- Include to the training course exercises for the organization of administrative services in the shortest possible time and with the minimum number of applicant's visits, simplifying procedures for administrative services and improve the quality of their provision, provide information to applicants about subjects of requirements and procedure for administrative services provided through the administrator;
- Include to the training course discussing basic problems in TSNAPs and their solutions - simplifying complex procedures of administrative services, reduction of terms, definitions uncomfortable and limited operating mode of administration, reducing the large queues and more;
- Include to the training course experience of providing administrative services - the experience of Ukraine;
- Include to the training course exercises aimed at developing of personal communication skills to establish and develop contacts, prevention and effective communication in problem situations;
- Include to the training course exercises aimed at cooperation in problem situations, interaction with "difficult people" exercise and psychological stability to conflict;
- Ensure the organization and providing at least 4 training for 5 days every training session (two for Donetsk and Luhansk oblasts (два для Донецької області та два для Луганської області);
- Regularly coordinate its activities with representatives of Programme managers;
- Provide on request by Programme staff necessary information on the implementation of tasks (including to inform stakeholders about the process of training programs and the results of consulting);
- In case of a larger number of the target audience who are interested to participate in training programs as agreed with UNDP possible additional conducting of trainings in the appropriate region or city (subject to availability of financial resources in the UNDP and the signing of an annex to current contract with the Contractor).

III. SCOPE OF WORK AND EXPECTED RESULTS

During the period from June 2017 to November 2017 Contractor must perform the following tasks agreed with UNDP.

RESULT 1. Organization of 26 training sessions "Formation of practical skills to effectively implement the decentralization reform" (13 trainings in each targeted oblast) which will be invited to all targeted city's (and village's) chairman, secretaries of village councils and / or their representatives. On trainings should be worked out skills effective implementation of decentralization reforms. Elaborated the issue during the passage all steps to the amalgamated territorial hromada (ATH).

Payment of expenses related with rent of premises, catering and reimbursement of travel expenses of participants of seminars will be conducted by UNDP company-contractor for organization of events. These costs SHOULD NOT BE INCLUDED to the financial proposal.

Within the trainings should be executed the following tasks:

- Lists of training participants from the above mentioned hromadas will be provided to UNDP.
- Teaching the participants of trainings.

- Registration of participants of each event in the registration sheet, which should be specified participant name and its contact information - phone, email. Upon registration, each participant should sign in the corresponding box of the registration sheet.
- Development of questionnaires and surveys of participants at the end of each event with the aim of determining their level of satisfaction with training, job coaches and the organization of the event.
- The results of survey should be analyzed and provided in a summary report for each training to the UNDP. Evaluation form and format of reports should be pre-approved by the UNDP.
- At the organization of trainings should be provided assistant who ensure communication and registration of participants, preparation and providing handouts, distributing and collecting questionnaires and results, photo report and performing other organizational issues.
- Information and training materials, presentations to be used during the training should take account the needs of the target audience and include high-quality visualization, graphics, be clear and easy to understanding.
- Each training day must be held for at least 8 hours (ie 40 hours for 5 days training) and carried by at least two trainers, which also will be involved in a remote individual consultation, in days when they will not be involved in trainings.
- As results of the training each participant should receive certificate. The form of the certificate must be agreed with the representatives of the UNDP. Organization printing of certificates and their delivery is completely entrusted to the company that will be involved to the training conducting.
- Provide Vouchers for consulting services under the mechanism for registration consultations. The form of the voucher must be agreed with the representatives of the UNDP. Organization printing of vouchers and their delivery is completely entrusted to the company that will be involved to the training conducting. Report on counseling should be provided no later than November 2017.

Period of trainings: June 2017 - November 2017.

Period of consulting services providing: throughout the training period.

GENERAL CONDITIONS FOR PROVIDING CONSULTING

Consultations should provide remotely on weekdays (Monday-Friday from 9:00 to 18:00) with the requirements of the voucher system and for no more than in 2 business days after the electronic request. Objectives of consulting support of representatives of city and village councils of Donetsk and Lugansk oblasts are:

- Providing voucher-based consulting services for participants of trainings "Formation of practical skills to effectively implement the decentralization reform".
- Increase of awareness - measures for decentralization reform.
- Improving the capacity of local governments in Donetsk and Lugansk oblasts for independent implementation of decentralization reforms.
- Increase awareness and capacity building of training participants to the effective implementation of decentralization reform in their region.

RESULT 2. Organize and conduct 4 (four) trainings "Organization of the process of administrative services, development of communicative skills and psychological stability TSNAP's staff" (two for Donetsk oblast and two for Luhansk oblast) for managers and administrators of TSNAPs. On the trainings should be worked out communication skills at work with clients effective ways of providing administrative services in TSNAPs, crisis situations and ways of their overcoming, teamwork and psychological stability to conflict.

Payment of expenses related with rent of premises, catering and reimbursement of travel expenses of participants of seminars will be conducted by UNDP company-contractor for organization of events. These costs SHOULD NOT BE INCLUDED to the financial proposal.

Within the trainings should be executed the following tasks:

- Lists of training participants from the above mentioned hromadas will be provided to UNDP.
- Teaching the participants of trainings.
- Registration of participants of each event in the registration sheet, which should be specified participant name and its contact information - phone, email. Upon registration, each participant should sign in the corresponding box of the registration sheet.
- Development of questionnaires and surveys of participants at the end of each event with the aim of determining their level of satisfaction with training, job coaches and the organization of the event.
- The results of survey should be analyzed and provided in a summary report for each training to the UNDP. Evaluation form and format of reports should be pre-approved by the UNDP.
- At the organization of trainings should be provided assistant who ensure communication and registration of participants, preparation and providing handouts, distributing and collecting questionnaires and results, photo report and performing other organizational issues.
- Information and training materials, presentations to be used during the training should take account the needs of the target audience and include high-quality visualization, graphics, be clear and easy to understanding.
- Each training day must be held for at least 8 hours.
- As results of the training each participant should receive certificate. The form of the certificate must be agreed with the representatives of the UNDP. Organization printing of certificates and their delivery is completely entrusted to the company that will be involved to the training conducting.

Period of trainings: June 2017 - November 2017.

Requirements for team of trainers and conditions for conducting trainings:

Qualification and sufficient number of trainers who will participate in trainings should ensure high quality of training. Minimum number of trainers' team participants for each training - 2 trainers who should know elements of the training program of the training day

- Given the large number and high frequency of trainings - expected that at the same time will be at least 2 trainings courses for both courses, Contractor must provide a team of at least 12 trainers who will work at the same time (8 trainers for course "Formation of practical skills to effectively implement the decentralization reform" and 4 trainers for course "Organization of the process of administrative services, development of communicative skills and psychological stability TSNA's staff" (2 trainers for Donetsk oblast and 2 trainers for Lugansk oblast);
- In organizing of trainings in team should be provided at least 4 assistants, who will provide information and registration of participants; preparation and printing of handouts; preparation, collection and analysis of questionnaires and feedback; collection and preparation of documents for registration of participants for reimbursement of travel and perform other organizational issues;
- So, the team will consist of the following members: team leader (manager), 4 assistants and at least 12 trainers;
- Information and training materials and presentations should consider the needs of the target audience and include high-quality visualization, graphics, be clear and easy to accept;
- Participation in the training should give representatives of the target group clear understanding of the mechanism and algorithm of decentralization reform and formation of practical skills to effectively implement the decentralization reform under first course of trainings (26 trainings);
- communication skills and psychological stability for TSNA's staff under the second course of trainings (4 trainings);
- Recruitment of participants to attend the trainings should be conducted in close cooperation with representatives of UNDP, Donetsk and Lugansk regional civil-military administrations and self-government of 20 hromadas;
- The number of participants in each training - 20 people (in some cases allowed to participate up to 25 people).

IV. REQUIREMENTS FOR MONITORING / REPORTING

The contractor will report to Liudmyla Skoropada, coordinator of UNDP Programme "Restoration of Governance and Reconciliation in Crisis-Affected Communities of Ukraine".

The Contractor is responsible for ensuring timely implementation and quality of work, working closely with Recovery&Peacebuilding Programme (RPP).

Meetings of reporting on progress / monitoring will be carried out with the Contractor every week, while the UNDP may request information on the current status of the works at any time.

Contractor must adhere to the system of monitoring, evaluation and quality control implemented by the UNDP and provide the necessary information, reports and statistics according to a preset schedule or as soon as possible (within a reasonable time).

In particular, Contractor should prepare and submit the following reports to the UNDP:

- Interim reports, which should include description of on organization and conducting training course and distance consultations. Also, reports should include:
 - for training - the list of settlements (urban and village councils), whose representatives were given training; number of participants, the data on the distribution of participants by gender basis, and so on. Also, should be attached consolidated interim statement analysis report of evaluation forms for each training and evaluation forms.
 - For remote consultation - summary report about provided consultation which should contain general information from Journal of registrations (in accordance with the proposed Mechanism of registration consultations (note 2), which should be specified voucher number, amount and topics provided consultations and the number of processed applications for each voucher that will affect the amount of payment for each reporting period which will be adjusted according to the number of processed requests.
- Terms of reporting and requirements for their content:
 - Interim Report №1 - to 15 September 2017 (should include description not less than half of trainings on the Result 1 and Result 2);
 - Interim Report №2 - to November 31, 2017 (should include description of the achieved Result 1 (all training conducted) and Result 2);
 - Interim Report №3 - to 15 December 2017 (should include description of achieved Result 1 - remote consultation report);
 - Final report - until 31 December 2017 (should include a description of the achieved Results 1-2);
- The final report should include a brief description of all performed work and obtained results.

To ensure the quality UNDP reserves the right to initiate unplanned inspections of people who received consultations for the survey and receive comments and of proposals on the quality of work Contractor. Contractor should facilitate this process by providing UNDP all necessary contact information of recipients of consultations and should not affect the impartiality of the evaluation procedures.

V. EXPERIENCE AND QUALIFICATION REQUIREMENTS

- officially registered organization (NGO / non-profit (public, charitable) state, commercial, educational institution).
- Minimum 2 years' experience in consulting on legal, financial, psychology and of the main issues of health care, social security, housing and law enforcement to self-governments.

- Minimum 2 years' experience in developing and organization of trainings (conducted at least 10 trainings for groups of at least 20 participants).
- Experience of training and consulting services supported by organizations of international technical assistance and donors and participation in the voucher program will be an advantage;
- Applicant must ensure the participation of project coordinator (the person who will perform general management of consulting program, will perform administrative and communication functions and provide logistics), 12 experts (both staff members and attracted consultants) and 4 assistants:
 - **Project Manager** - High Education qualification level at least "Master" (or equivalent degree) in "economy", "law", "management" or other relevant area; At least 2 year's experience in project management; At least 2 year's experience in local economic development and decentralization reform; At least 2 year's experience in the sphere of consulting services, training and seminars; Consulting experience in implementing a voucher programs will be an asset; Fluent Ukrainian / Russian; English will be an advantage.
 - **Key trainers №1 (2 persons) for the training course "Formation of practical skills to effectively implement the decentralization reform"** - high education by educational level "Specialist" in "health", "social protection" or other corresponding area; At least 2 years experience conducting of trainings in the relevant direction and consulting services, seminars and other types of education; Fluent Ukrainian / Russian;
 - **Key trainers №2 (2 persons) for the training course "Formation of practical skills to effectively implement the decentralization reform"** - high education by educational level "Specialist" in "Finance", "Taxation" or other relevant area; At least 2 years experience conducting of trainings in the relevant area and consulting services, seminars and other types of education; Fluent Ukrainian / Russian;
 - **Key trainers №3 (2 persons) for the training course "Formation of practical skills to effectively implement the decentralization reform"** - high education by educational level "Specialist" in "Law enforcement" or other relevant area; At least 2 years experience conducting of trainings in the relevant area and consulting services, seminars and other types of education; Fluent Ukrainian / Russian;
 - **Key trainers №4 (2 persons) for the training course "Formation of practical skills to effectively implement the decentralization reform"** - high education by educational level "Specialist" in "land use", "utilities" or other relevant area; At least 2 years experience conducting of trainings in the relevant area and consulting services, seminars and other types of education; Fluent Ukrainian / Russian;
 - **Key trainers №5 (4 persons) on the course " Organization of the process of administrative services, development of communicative skills and psychological stability of TSNAP's staff"** - higher education by educational level "Specialist" in "Psychology", "Administrative activities" or to the other area; At least 2 years experience conducting of trainings in the relevant direction, consulting services, seminars and other types of training, including on psychology; Fluent Ukrainian / Russian;
 - **Assistant (4 people) for two training courses (two for each course)** - High education qualification level "Specialist"; At least 2 years experience in conducting training participation.

Competencies:

- **Corporate Competencies:** demonstrating honesty by adhering to values and ethical norms of UNDP, promoting the vision, mission and strategic goals of UNDP, demonstrate sensitivity to culture, gender, religion, race, nationality and age and ability to adapt, compliance with national legislation and the UNDP Code of Conduct.
- **Professionalism:** demonstrated experience in training, analytical skills, knowledge of methodologies and standards.
- **Planning and management:** the ability to work to tight deadlines.
- **Teamwork:** Ability to interact, establish and maintain effective working relationships with people of different nationalities, developed skills of interpersonal relationships.
- **Communication:** Advanced communication skills

VI. Documents to be added to proposal

- ☒ Technical proposal (described in more detail below)
- ☒ Financial proposal (described in more detail below)

TECHNICAL PROPOSAL

Necessary annexes

- ☒ Profile of the organization (creation date, size, number of employees, information about basic staff);
- ☒ Letter of interest / letter of offer, which briefly describes the methodology and / or approach to work (2 pages maximum);
- ☒ Proposed work schedule with a list of key activities and events;
- ☒ Describe approach to the job of trainings conducting and counseling.
Necessary to develop the following elements (2 pages maximum);
 - methodology of work for the organization and conducting of trainings and distance consultations to the target audience;
 - Systems of analysis and compilation of information to identify the most popular topics and issues for individual and group consultations;
 - Methodology for monitoring and reporting of providing individual and group counseling for target groups.
- ☒ Description of experience and resumes of team members (team leader, assistant and trainers) including information on previous participation in the implementation of similar projects / tasks and at least two references from customers. Participation in projects related to the reform of decentralization.
- ☒ At least three references from the customers.

VII. PROPOSED PAYMENT SCHEDULE:

Contractor Payment will be in 3 stages after doing following tasks:

40% of the total amount paid after achieving intermediate results 1 and 2 and providing an interim report №1;
30% of the total amount paid after achieving intermediate results 1-2 and providing interim reports №2 and №3;
30% of the total paid after submitting the final report. The total amount to be paid will be adjusted according to the requests worked by consultants for the reporting period and listed in the submitted report.

Section 4: Proposal Submission Form¹²

[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 90 days.

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

We remain,

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form¹³

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

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| | | |
|---|---------------------------------|---------------------------------------|
| 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 | | |

¹³ 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)¹⁴

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

RFP No.: *[insert number]*

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| | | |
|--|---------------------------------|---------------------------------------|
| 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. | | |
| 13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |

¹⁴ 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: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: 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 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

2.1 Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

1. Proposed work schedule with a list of key activities and events;

2. Describe approach to the job of trainings conducting and counseling.

Necessary to develop the following elements (2 pages maximum);

- methodology of work for the organization and conducting of trainings and distance consultations to the target audience;
- Systems of analysis and compilation of information to identify the most popular topics and issues for individual and group consultations;
- Methodology for monitoring and reporting of providing individual and group counseling for target groups.

3. Description of experience and resumes of team members (team leader, assistant and trainers) including information on previous participation in the implementation of similar projects / tasks and at least two references from customers. Participation in projects related to the reform of decentralization.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

Please provide proposed workplans with suggested timelines.

2.3. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.4. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.5. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.6. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.7. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.8 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.9 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*) **Please provide a detailed description of human resources to be involved into the project, describing management arrangements and how coordination will be achieved for fulfillment different components of the ToR.**

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (**Project Manager, 4 assistants and 12 key trainers**) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

| | | |
|--|--|--|
| Name: | | |
| Position for this Contract: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of Work Experience: | | |
| Language Skills: | | |
| Educational and other Qualifications: | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organisation, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| <i>e.g. June 2004-January 2005</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| References no.1 (minimum of 3): | <i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.2 | <i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.3 | <i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i> | |
| Declaration: | | |
| <p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> | | |

| | |
|---|-------------|
| <hr/> | |
| <hr/> | |
| Signature of the Nominated Team Leader/Member | Date Signed |
| <hr/> | |

Section 7: Financial Proposal Form¹⁵

Please protect your financial proposal (archive) with password!

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

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

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

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

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

A. Cost Breakdown per Deliverables*

| SN | Deliverables <i>[list them as referred to in the TOR]</i> | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|----|---|--|------------------------------------|
| 1 | Achieving intermediate results 1 and 2 and providing an interim report №1 | 40% | |
| 2 | Achieving results 1-2 and providing interim reports №2 and №3 | 30% | |
| 3 | Submitting final report | 30% | |
| | Total | 100% | |

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

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

¹⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

The payment for organizational costs related to the reimbursement of program events participants' travel, meals, accommodation of nonresident participants, rent of premises and equipment for program events will be provided by UNDP's Project thus these costs must NOT be included into the Financial Proposal.

| Nº | Activities / Expenses | Unit | Quantity | Cost per unit | Amount without VAT** |
|----|--|-------------------|----------|---------------|----------------------|
| | Project manager | 1 work month | XXXXX | | |
| 1 | Conducting 26 trainings: "Formation of practical skills to effectively implement the decentralization reform" | 1 training * day | 130 | | |
| 2 | Conducting 4 trainings: «Organization of the process of administrative services, development of communicative skills and psychological stability of TSNAP's staff» | 1 training * day | 20 | | |
| | Assistants | 1 work month | XXXXX | | |
| 3 | Consulting services under the Voucher system (remote consultations via e-mail) | 1 request | 1330 | | |
| 4 | Printing of handout materials | Set for 1 person | 660 | | |
| 5 | Trainers travels (if necessary) | Travel in one way | 60 | | |
| 6 | Trainers accommodation (if necessary) | Days | 150 | | |
| 7 | Other expenses (if applicable, clearly identify activities / costs) | | | | |
| 8 | Administrative costs (communication, office / consumables, etc.) | | | | |
| 9 | Other expenses (if applicable, identify activities / costs) | | | | |

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

[Designation]

[Date]

**** Dear partners!**

The United Nations Office in Ukraine would like to inform you that the purchase of goods and services announced in the tender will be carried out within the project of international technical assistance.

According to the provisions of the Tax Code of Ukraine (paragraph 197.11), an exemption from VAT is provided for operations that are financed through material and technical assistance.

The procedure for obtaining the right to exemption from taxation for operations that are made within international technical assistance projects is regulated by the Decree of the Cabinet of Ministers of Ukraine No.153 dated February 15, 2002.

According to this procedure, the price of the contract is determined "without VAT" and the tax invoice is drawn up in accordance with paragraph 2 of Order No. 1307. In the left part of this invoice, the corresponding mark "X" should be made and the type of reason 12 should be indicated. At the same time in the column "Recipient" (buyer) the name of the legal entity (UN Office in Ukraine) should be indicated, and in the column "Individual tax number of the beneficiary" (buyer) should be indicated conventional TIN (taxpayer reg. No.) "200000000000".

Based on the above stated, we request that you prepare your bid proposals / invoices for payment without VAT taking into account the provisions of the Ukrainian legislation stated in the above mentioned normative acts.

If you have any additional questions, please contact the offices of the State Fiscal Service of Ukraine at the place of registration of your company for additional advice within the Article 52 of the Tax Code of Ukraine.

Section 8: FORM FOR PERFORMANCE SECURITY¹⁶

(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 Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#). , to execute Services (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, 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 Contract Price 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 until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹⁶ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

Section 9: Form for Advanced Payment Guarantee¹⁷

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)¹⁸ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,¹⁹ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹⁷ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁸ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

¹⁹ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.

Section 10: Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

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:

| <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
|-------------|-----------------------|--------------------|--------------------------|

.....
.....

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.
