

# **REQUEST FOR PROPOSALS**

**LONG-TERM AGREEMENT (LTA) FOR PROVISION OF MOBILE AND  
SECURE PRINTING SERVICES TO UN SYSTEM IN UKRAINE**

**40-2017-UNDP-UKR-RFP-CO**



Ukraine

**United Nations Development Programme**

July, 2017



## Section 1. Letter of Invitation



Kyiv, Ukraine  
July 11, 2017

40-2017-UNDP-UKR-RFP-CO

### **LONG-TERM AGREEMENT (LTA) FOR PROVISION OF MOBILE AND SECURE PRINTING SERVICES TO UN SYSTEM IN UKRAINE**

Dear Proposers,

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 – Long Term Agreement for the Provision of Services/Goods

**Your offer, comprising of a Technical and Financial Proposal, in separate archive files, should be submitted in accordance with Section 2, IN \*.ZIP FORMAT ONLY. Financial proposal should be protected by password. The size of one e-mail should not exceed 5 MB. In case of partial sending we ask you to point out the quantity of parts and the number of the part with obligatory pointing out the number of the tender.**

Should you require further clarifications, kindly submit your request to UNDP to the following address:

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

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

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Andra Brige', is written over a horizontal line.

Andra Brige  
UNDP Deputy Country Director (Operations)

## Section 2: Instruction to Proposers

### 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.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/documents/about/transparencycdocs/UNDP\\_Anti-fraud\\_Policy\\_English\\_FINAL.pdf](http://www.undp.org/content/dam/undp/documents/about/transparencycdocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf) 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/documents/procurement/documents/UNDP\\_supplier\\_code\\_of\\_conduct.pdf](http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP_supplier_code_of_conduct.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 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 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.

- 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 excel template of Financial proposal. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. The prices for corresponding components will be used for calculation of weighted price of financial proposal according to the algorithm described in the instructions to Financial Proposal provided on a separate page of a template.

## 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 Files MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. FINANCIAL PROPOSAL must be password protected.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). 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 been received by electronic e-mail box of UNDP to the address indicated in the **Data Sheet** (DS no. 20).
- 23.3 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.

### 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/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>LONG-TERM AGREEMENT (LTA) FOR PROVISION OF MOBILE AND SECURE PRINTING SERVICES TO UN SYSTEM IN UKRAINE</b>
2		Title of Services/Work:	Mobile and secure printing services for UN system in Ukraine
3		Country:	Ukraine
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 checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> A participant should submit its technical solution corresponding to the requirements of TOR based on UNDP necessities measured and analyzed.

7	C.22	A pre-proposal conference will be held on:	<b>Time: 14-00</b> <b>Date: July 14, 2017</b>  Address: 1, Klovskiy uzviz, Kyiv, Ukraine 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	N/A
10	B.9.5	Acceptable forms of Proposal Security	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	N/A
13		Liquidated Damages	N/A
14	F.37	Performance Security	N/A
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) – <u>strongly advised</u> to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP will execute payments in UAH based on UN Operational Exchange Rate effective at the date of payment.  <input checked="" type="checkbox"/> Local Currency .  <i>Reference date for determining UN Operational Exchange Rate: July 2017, please refer to <a href="https://treasury.un.org/operationalrates/OperationalRates.php">https://treasury.un.org/operationalrates/OperationalRates.php</a></i>
16	B.10.1	Deadline for submitting	5 days before the submission date.

		requests for clarifications/ questions	
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Tel. +380442539363 Fax +380442532607 E-mail: <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website <a href="http://procurement-notice.undp.org">http://procurement-notice.undp.org</a>
19	D.23.3	No. of copies of Proposal that must be submitted	Electronic submission of Proposals.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a>  <i><u>Please note that Proposals received through any other address will not be considered.</u></i>
21	C.21 D.24	Deadline of Submission	Date and Time : July 24, 2017 11:59 PM Kyiv time
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Proposals
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: <a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a> <input checked="" type="checkbox"/> Format : PDF files preferred in <b>ZIP archives only (other types of archive can cause fail during opening of proposals)</b> <b>Financial proposal MUST BE provided in the separate file with lot indicated and password protected.</b> <input checked="" type="checkbox"/> Password to financial proposal <b>must be provided to UNDP based on the request.</b> UNDP Procurement Unit will send a written request for password of qualified bidders. <input checked="" type="checkbox"/> Max. File Size per transmission: <i>[5 MB]</i>

			<p><input checked="" type="checkbox"/> No. of copies to be transmitted : [1]</p> <p><input checked="" type="checkbox"/> Mandatory subject of email : <b>40-2017-UNDP-UKR-RFP-CO LONG-TERM AGREEMENT (LTA) FOR PROVISION OF MOBILE AND SECURE PRINTING SERVICES TO UN SYSTEM IN UKRAINE</b></p> <p><b><i>(Please indicate LOT Reference)</i></b></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[Files should not contain any viruses or malware software.]</i></p> <p><input checked="" type="checkbox"/> Digital Certification/Signature: <b>Please protect your Financial Proposal (archive) with password!</b></p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: <i>[Kyiv +2]</i></p> <p><b><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></b></p> <p><b>IMPORTANT NOTES :</b>  <b>Any bid sent to the private email addresses of any procurement staff will not be accepted.</b></p>
24	D.23.1	Date, time and venue for opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals</p> <p><input 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><b>General:</b></p> <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</p>

			<p>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"/> A document confirming that the Company is a certified manufacturer or is the official representative of the manufacturer (local representative, distributor, dealer or partner)</p> <p><input checked="" type="checkbox"/> List of equipment that is planned to be used to provide printing services;</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 the past 3 years</p> <p><input checked="" type="checkbox"/> Not less than 3 references from the clients concerning satisfactory performance evaluation for similar projects, including the description of the project, its scale and result.</p> <p><input checked="" type="checkbox"/> Information about the current and past legal cases of the applicant for the last 3 years (it is necessary to indicate the parties to the proceedings, the subject matter of the case, the amounts and the final decision, in case the case is closed)</p> <p><input checked="" type="checkbox"/> CVs of responsible staff highlighting experiences in servicing similar contracts, including relevant certificates, accreditations and awards received.</p> <p><input checked="" type="checkbox"/> The company must provide written confirmation from the manufacturer that the bidder has the right to propose a technical solution of the Producer within the framework of this tender</p> <p><input checked="" type="checkbox"/> Quality management system description</p>
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Correctly documented and duly signed technical and financial (password-protected) proposals in accordance with Sections 4-7;
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	
29	C.15.2	Latest Expected date for commencement of Contract	September , 2017

30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1 (one) year with a possibility to extend for 2 (two) additional 1 (one)-year terms at the discretion of the procuring UN entity
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Bidder only <input type="checkbox"/> One or more Bidders, depending on the following factors:
32		Type of the contract	<input checked="" type="checkbox"/> Long term agreement <input checked="" type="checkbox"/> Contract for professional services
33	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<input checked="" type="checkbox"/> Full acceptance of all general terms and conditions (GTA) of UNDP. This is a mandatory criterion that can not be ignored based on the nature of the services requested. Disagreement with the GTA may lead to rejection of the proposal.  <input checked="" type="checkbox"/> Lowest financial offer of technically qualified Proposals  Criteria for the first stage of the technical evaluation of the tender:  <input checked="" type="checkbox"/> The company is a certified manufacturer, or is the official representative of the manufacturer (local representative, distributor, dealer or partner);  <input checked="" type="checkbox"/> The company's experience in the market for servicing centralized printing systems is at least 3 years.  <input checked="" type="checkbox"/> Correspondence of the solution and equipment to the requirements of Sustainable procurement, listed in Terms of reference attached.
34	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> verification of the authenticity, correctness and authenticity of the information provided by the bidder in relation to the submitted legal, technical and financial documents;  <input checked="" type="checkbox"/> recognition of the scope of compliance with the requirements of the RFP and the evaluation criteria

			<p>on the basis of what was previously identified by the evaluation team;</p> <p><input checked="" type="checkbox"/> making inquiries in state bodies with respect to the participant, or any other body that could deal with the person making the offer;</p> <p><input checked="" type="checkbox"/> request for reference from other previous clients regarding the quality of performance evaluation under current or previous contracts;</p>
35		Conditions for Determining Contract Effectivity	N/A
36		Other Information Related to the RFP <sup>1</sup>	<p><b><u>Administrative requirements:</u></b></p> <p>The proposals received will be considered on a "Pass" / "Fail" basis to determine compliance with the following formal criteria / requirements:</p> <p><input checked="" type="checkbox"/> Proposals must be received before the expiration of the specified deadline</p> <p><input checked="" type="checkbox"/> The proposals must be valid for the period of validity of the offer</p> <p><input checked="" type="checkbox"/> The proposals must be signed by an authorized person</p> <p><input checked="" type="checkbox"/> the bid should include the requested documentation</p> <p><input checked="" type="checkbox"/> Agreement with the General Rules and Regulations of UNDP.</p> <p>Available under the link:  <a href="http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf">http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf</a></p> <p>Other information is available on <a href="http://www.ua.undp.org/content/ukraine/en/home/operations/procurement.html">http://www.ua.undp.org/content/ukraine/en/home/operations/procurement.html</a>; For the information, please contact <a href="mailto:procurement@undp.org.ua">procurement@undp.org.ua</a></p>

<sup>1</sup> Where the information is available in the web, a URL for the information may simply be provided.



Evaluation procedure consists of two stages is used. First, the technical proposals are evaluated, then the financial proposals of different applicants are opened and compared. Only bids that receive at least 70% of 700 points – not less than 390 points - (the highest score) when evaluating a technical proposal are allowed to evaluate a financial offer.

At the first stage, technical proposals are evaluated for their compliance with the terms of reference: first, the "Pass" / "Fail" evaluation is performed based on the criteria set out in paragraph 33 Criteria for the first stage of the technical evaluation. The second stage of the technical evaluation is performed for participants qualified in the first stage, based on the Evaluation Criteria indicated in the tables below. At the second stage, the price proposals of all bidders which during the technical evaluation scored at least 70% of the points will be considered.

Other financial proposals of applicants, whose technical bids are considered not meeting the requirements and unsatisfactory, remain closed. The contract will be signed with those companies that have received a minimum of 70% of the points in the technical evaluation and offer the lowest price.

## 2. Technical criteria (Evaluation Matrix):

### Evaluation matrix:

Summary of Technical Proposal Evaluation Forms		Weight in the total	Points Obtainable
1.	Expertise of Firm / Organization	30%	280
2.	Proposed Scope of Services	50%	210
3.	Management Structure and Key Personnel	20%	210
<b>Total</b>		<b>700</b>	

No p/n	Activity	Maximum score available
<b>FORM 1: Experience and reputation of the company / organization that submitted the bid</b>		
1.1	Reputation of the organization and personnel / reliability / reliability / position in the industry / information about the organization / company - A well-known company, with a high share of market coverage, providing complete and reliable information about the company - 60 points; - A little-known company that provided complete and reliable information about the company - 40 points;	Up to 60

	- A little-known company, information about the company is not provided in full - 30 points; Up to 60	
1.2	The company's experience in provision of safe printing services: - 3 - 5 years - 40 points; - 6 and more years -60 points.	Up to 60
1.3	Examples of implementation of similar safe printing projects - from 2 to 5 (in companies / organizations with a staff of 10 - 35 employees) - 120 points; - from 2 to 5 (in companies / organizations with a staff of more than 35 employees) - 140 points; - 6 and more (in companies / organizations with a staff of 10 - 35 employees) - 160 points. - 6 and more (in companies / organizations with a staff of more than 35 employees) - 200 points.	Up to 200
<b>Total Form 1</b>	<b>320</b>	320
<b>FORM 2: Technical capabilities</b>		
2.1	Availability of a technical solution for the provision of services	
2.1.1	Conformity of the proposed solution to the Term of Reference	60
2.1.2	Important aspects of the problem are considered in sufficient detail and the logic of actions is observed	60
2.1.3	The proposed solution is detailed and realistic, with the described effective implementation of the project	70
2.1.4	Quality management system implemented and described	70
<b>Total Form 2</b>		<b>260</b>
<b>3.1 Personnel responsible for coordinating work with UNDP</b>		
3.1.1	Prescription of a permanent personal manager to coordinate the work performed by the contractor	60
3.1.2	Availability of certified service engineers who have a certificate for maintenance and repair the equipment provided. At least 2 certified engineers - 40 points; 3 and more - 60 points.	Up to 60
	<b>Total Form 3</b>	<b>120</b>
<b>Total technical evaluation (Forms 1, 2, 3)</b>		<b><u>700</u></b>

## **SECTION 3: TERMS OF REFERENCE (TOR)**

### **1. GENERAL INFORMATION FOR BIDDERS**

UNDP office is working towards overall better management of printing consumables. In light of this a printing & scanning solution is envisaged that will allow for:

- better monitoring of printing consumption by organizational section, unit, individuals. Hence daily, weekly, monthly reporting is a must.
- better management of access to printing services - in order to be able to track who is printing.

At the same time as part of the UNDP transition towards a paperless working environment, the printing & scanning solution must also allow for quality, high volume, and user-friendly scanning for the creation and uploading of electronic documents e.g. to email, onto a SharePoint or other file system environment.

The purpose of the tender procedure is:

- To implement the latest tools for efficient printer fleet management in order to reduce IT workload and costs, enhance employee productivity and mobility.
- To protect sensitive information and improve compliance with data, device and document security solutions for the print fleet.
- To streamline document-intensive processes with solutions to digitize, send, and store information easily and efficiently.
- To offer intuitive software tools to centrally monitor and manage printing devices and establish smooth reporting system.

Based on the results of this request for proposals, UNDP is planning to sign a contract and a long-term agreement (LTA) with 1 qualified supplier.

The initial contract is for 1 (one) year and can be extended for 2 (two) additional 1 (one)-year terms subject to satisfactory performance of the contractor. Prices must be maintained during the contract.

### **2. SCOPE OF WORK**

Provision of mobile and safe printing services for UNDP, including office printing infrastructure management.

During the pre-bidding period, participants should visit the UNDP office by preliminary agreement, conduct an assessment of the needs of the representative office in photocopying and printing equipment and use the data in course of preparation comprehensive solution.

*\* UNDP does not exclude the adding of new premises occupied by other agencies and/or projects of the UN system located in Kiev, Ukraine, where the provision of services is required. It is also possible to exclude or change the location of existing premises during the period of cooperation with the selected supplier. Changes will be fixed by separate annexes to the agreement agreed by both parties. The cost of*

*printing on new (additional) objects should not exceed the cost of printing specified in the main agreement.*

Beginning of work: July - August 2017

Services to be provided:

- 1) Provision of all necessary equipment for leasing, renting or redemption. Trade-in of equipment (the exchange of existing equipment for a new one on agreed terms) can be applied in all the above cases.
- 2) Integration of equipment into the Customer's network, installation of software;
- 3) Implementation of the access control function;
- 4) Training of the Customer's personnel;
- 5) Uninterrupted equipment support, according to the established SLA;
- 6) Uninterrupted supply of consumables, according to the established SLA;
- 7) Technical support of the customer's personnel (if necessary);
- 8) Ensuring information security;

### **3. DELIVERABLES**

- Analysis of current equipment fleet efficiency and utilization level
- Current and new equipment mapping exercise
- Proposal of software / applications for safe printing administration and management
- Proposal of software / applications for paperless office needs and archiving.

Pricing: based on the format provided in Section 7.

Payment: within 30 calendar days on receipt of the invoice.

### **4. LIST OF SERVICES FOR MOBILE AND SAFE PRINTING SYSTEM**

- 1) Provision of equipment for printing documents:

The need and type of equipment are determined by the applicant on the basis of an analysis of the needs of the UNDP.

Requirements for copying and printing equipment:

For the Printer

No	Options	Characteristics
General characteristics		
	Image creation technology	laser

	B/W A4 printing speed not less than, copies/min	25
	Color A4 printing speed not less than, copies/min (if available)	25
	B/W A3 printing speed (if available) not less than, copies/min	20
	Color A3 printing speed (if available) not less than, copies/min (if available)	20
	Two-sided automatic printing (duplex)	Yes
	The range of densities of used materials from standard trays is not worse than, g/m2	60-256
	Print resolution not less than, dpi	2400*600
	Printing from USB storage	Yes
	Fax	As an option, depending on the need
	Finisher	As an option, depending on the need

For MFP

№	Options	Characteristics
General characteristics		
	Image creation technology	laser
	Control Panel	touch screen with English-language interface
	Speed of monochrome copying/printing of A4 size is not less than, copies/min	25
	Speed of color copying/printing of A4 size is not less than, copies/min (if available)	25
	Speed of monochrome copying/printing of A3 size is not less than, copies/min	20
	Speed of color copying/printing of A3 size is not less, copies/min (if available)	20

	Duplex automatic document feeder (originals)	Yes
	Two-sided copying and automatic printing (duplex)	Yes
	The range of densities of used materials from standard trays is not worse than, g/m2	60-256
	Print resolution not less than, dpi	2400*600
	Printing from USB storage	Yes
	Presence of monochrome, color scanning	Yes
	Scanning speed (monochrome/color mode) is not less than, A4/min	40
	Scanner Type	Flatbed
	Scan to PDF	Yes
	Scan to USB storage	Yes
	The presence of scanning to e-mail, the device folder on the PC, mailbox (with MS Office365 support), the SMB folder	Yes
	Fax	As an option, depending on the need
	Finisher	As an option, depending on the need

**Requirements for consumables:**

Paper: by default, the Customer does not need to be provided with paper. Providing paper as an additional option can be added by the Applicant to the Proposal.

**Requirements for the proposed solution:**

The proposed system should, at a minimum, include the following features:

- Authentication – to identify and authenticate users, before using the MFD using a contactless card used by UNDP. Provide the possibility of importing a database of cards (will be an advantage).
- Secure printing – allows users to print documents on any MFD in a printed environment; - Reports generation – allows to get a clear and comprehensive information about the printing work and all other types of work.
- Possibility to adjust notifications from printers concerning the stats of a cartridge before it is empty to the service company and to the dedicated employee of UNDP
- Ability to retrieve and customize reports.

- Mobile printing (option) – printing from mobile devices (tablets, mobile phones)
- Support for automatic recognition of structured, semistructured and unstructured scanned documents, such as bills, invoices, questionnaires, forms, etc. (option)
- Support for recognition of bar codes and QR codes (option)

The printing system should be based on software that will provide full control over all printed documents in the office. It is necessary to have an English-language interface.

### **Scanning**

Scanning of the documents should be provided through the printing equipment installed for technical solution implementation with possibility to send the result either to the hard disc storage or to the e-mail address from the list.

### **Requirements to the bidder company:**

1. The company is a certified manufacturer, or is the official representative of the manufacturer (local representative, distributor, dealer or partner).
2. The company must have at least 3 years of experience in servicing centralized printing systems. The company should provide examples of similar projects implementation, similar print projects.
3. The Company shall provide the Customer solution for the equipment required in order to render the ordered services in full and of the proper quality.
4. The company determines type and number of equipment at the Customer's facilities independently, for the quality performance of the ordered services.
5. The company is responsible for the quality and timeliness of the services provided.

### **5. SERVICE LEVELS AGREEMENT (SLAs)**

- 1) The availability of a personal manager (phone, e-mail) for work planning and coordinating, 12 hours a day (08-00-20-00) / 5 days a week;
- 2) Support (working hours of the Applicant) – 8 hours per day (09-00-18-00) / 5 days a week;
- 3) The period for which the Applicant will respond to the request:
  - 2 working hours for receiving notification from the Customer;
  - 4 working hours for arriving to the Customer;
  - 8 working hours from the moment of notification – the Applicant's reaction to the elimination of the malfunction;
- 4) In case that it is impossible to restore the efficiency of the equipment within 1 working day – the Applicant provides swap equipment for the duration of such recovery.
- 5) Availability of a service center (Applicant and/or Producer) for equipment in Kiev.

### **Penalties for violations of Service levels agreement (SLAs)**

1) Inaccessibility of the personal manager (phone, e-mail) – 1% of the sum of the bill issued per month for each hour of inaccessibility;

2) The period for which the Applicant will respond to the appeal:

- Lack of response within 2 working hours to receive a notice from the Customer – 2% of the sum of the bill issued per month for each hour of non-response;

- Lack of arrival to the Customer within 4 working hours – 2% of the sum of the bill issued for the month for each hour of non-arrival;

- Lack of elimination of the malfunction within 8 working hours from the moment of notification – 2% of the sum of the bill issued for the month for each hour of failure to fix the malfunction;

3) If the equipment can not be restored within 1 working day, the delay in the representation of the swap equipment is 10% of the sum of the bill issued for the month for each day of non-provision of replacement equipment.

## **6. SPECIAL CONDITIONS**

All employees who in the course of performing their duties will have access to the customer's office premises, can be checked by the customer's security service after their agreement, and must be prepared to provide a copy of the passport and a certificate of absence of criminal record at the request of UNDP.

The selected contractor appoints the team leader responsible for the uninterrupted provision of services in the premises of UNDP and other Agencies under the contract.

UNDP will pay only the amount of services provided under the contract.

## **7. SUSTAINABLE PROCUREMENT REQUIREMENTS**

- Organizational Commitment to Sustainability
- Organization is compliant with ISO 14001 or equivalent
- Organization is a member of the UN Global Compact (please follow the link and register: <https://www.unglobalcompact.org/participation/join/application>)
- Organization demonstrates significant commitment to sustainability through some other means



#### Section 4: Proposal Submission Form<sup>2</sup>

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[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,

Yours sincerely,

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<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>3</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<sup>3</sup> 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)<sup>4</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

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

<sup>4</sup> 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.

*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 archive.**

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

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal requirements / authorized activities, indicate the year and country of registration, the types of activities carried out, the approximate annual budget, etc. Provide information about the reputation or litigation, the arbitration in which the organization / firm participated and which could adversely affect the provision of services; Indicate the status / outcome of such a proceeding / 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 three (3) 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,
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						Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the bidder's compliance with the requirements by specifying the specific components proposed, how the requirements will be met, point by point, providing a detailed description of the main aspects of the implementation and describing how the proposed tender meets the requirements or exceeds their.

**2.1. Scope of supply:** Please provide a detailed description of the goods that will be delivered, clearly indicating compliance with technical specifications in the RFP (see the table below); Describe how the organization / firm will deliver the goods and any related services, taking into account the need to match the approach to local conditions and other aspects of project implementation.

No	Service	Technical description	Compliance to requirements (Pass/Fail)	Alternative offer
1	Provision of equipment for printing documents			
2	Integration of equipment and software into the customer's network			
3	Provision of software			
4	Implementing the access control function			
5	Training of the Customer's personnel			
6	Constant equipment technical support, according to the established SLA			
7	Uninterrupted supply of consumables, according to the established SLA			
8	Technical support of the customer's personnel (if necessary)			
9	Ensuring information security			
10	Creation of a			

	substitution fund			
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Provide a list of equipment planned for delivery, with a reflection of all the features and details:

#	Title, manufacturer	Description	Function / result	Features / Performance	Production year
1					
2					
3					

Specify the levels of service that are planned for delivery, with a reflection of all the features and details:

#	Title, manufacturer	Acceptable / not Acceptable	Description	Feedback period	Comments if necessary
1	Availability of a personal manager (phone, email) for planning and coordination of work				
2	Support (working hours of the Bidder)				
3	The response period of the Contractor to request				
4	Receipt of notification from the Customer				
5	Arrival to the Customer				
6	The Applicant's response to the rectification of the malfunction (from the moment of notification)				
7	Provision of substitute equipment				
8	Availability of service center				



2.2. Technical Quality Assurance Review Mechanisms: The bid must also include a description of the internal mechanisms of technical control and quality control used by the bidder, all relevant quality certificates, export permits and other documentation confirming the quality of the goods and the technologies used.

2.3. Reporting and monitoring: Please provide a brief description of the proposed reporting mechanisms for UNDP and partner organizations for this project, including a reporting schedule.

2.4. Risks and mitigation: Please describe the potential risks associated with the implementation of this project, which may affect the timely achievement of the planned results and affect their quality. Describe the measures that will be taken to reduce such risks.

2.5. Implementation schedule: The bidder must submit a schedule or an algorithm of actions, indicating the detailed sequence of activities that will be carried out for the speedy execution of orders, and the timing of their implementation.

2.6. Partnership (optional): Tell us about any partnerships with local, international or other organizations that are planned to implement this project. Particular attention should be given to a clear description of the role of each partner in the partnership and to what functions each participant will perform as part of the team. We recommend that bidders submit letter of guarantee letters from partner organizations and a description of how some partners (or all) previously jointly successfully implemented other projects.

2.8. Statement of full disclosure: This statement is aimed at disclosing information about any potential conflict in accordance with the definition of the term "conflict" in Section 4, if such a conflict exists.

2.9 Other: Any other comments or information relating to the tender and implementation methodologies to be applied.

### 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.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (a person (s) which will be designated as UN customer service manager and the events manager/s (minimum of three (3) years of relevant experience is required, fluency in both oral and written English will be an asset). CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

**Declaration:**

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.

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Signature of the Nominated Team Leader/Member

Date Signed

## Section 7: Financial Proposal Form<sup>5</sup>

The bidder is requested to prepare a Financial Proposal as defined in the Instruction for Participants.

The format provided below is suggested to be used as a guide for preparing the Financial proposal.

### **A) Price proposal – monthly payment (single payment including all the costs involved):**

#### **Lot 1 – Leasing with redemption rights**

No	Costs	Units	Price per unit, (without VAT)	Amount (without VAT)
1	Leasing with redemption rights	month		

#### **Lot 2 – Leasing without redemption rights**

No	Costs	Units	Price per unit, (without VAT)	Amount (without VAT)
1	Leasing services	month		

#### **Lot 3 – purchase of the equipment**

No	Costs	Units	Price per unit, (without VAT)	Amount (without VAT)
1	Technical support	month		
2	Cost of the equipment*			

*\* taking into account possibility to use trade-in procedure*

### **B) Costs per deliverable, separate for all 3 lots:**

<b>Currency:</b>	<b>USD / UAH</b>		
<b>VAT payer status:</b>	<b>Yes/No</b>		
<b>Title</b>	<b>Price per click (page), Without VAT</b>	<b>Quantity*</b>	<b>Total amount, without VAT</b>
Printing, black-white, A4			
Printing, black-white, A3			
Printing colored, A4			
Printing colored,, A3			
Scan of the document			
Weighted price of a click**			
<b>Total amount, without VAT</b>			

<sup>5</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

\* Printing scope (1 page = 1 click) is calculated on the basis of the measurements made by the bidder at UNDP offices in accordance with the requirements of terms of reference, accompanied by distribution of printing costs (mapping) and optimization proposals.

\*\* Weighted price of a click = (Printing, black and white, A4) \* (weight in total count) + (Print, black and white, A3) \* (weight in total count) + (Print, color , A4) \* (weight in the total count) + (Print, color, A3) \* (weight in the total count) + (Scan the document) \* (weight in the total count)

NB: One page (click) is a printing on one side of the sheet; If printing is performed on two sides of one sheet (two-sided printing), then it is considered that two pages are printed (two clicks), a copy of the A3 format is considered as two copies of the A4 format.

**Important:**

Please, clearly indicate: a) what currency is used in the proposal, b) if prices are indicated after deduction of taxes or including taxes, indicate % of tax, if any (UNDP is not subject to VAT)

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## Section 8

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### **LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES/GOODS**

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and \_\_\_\_\_ (hereinafter called "Contractor") with its headquarters at \_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal .....[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

#### **Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

#### **Article 2: CHANGES IN CONDITION**

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

**Article 3: CONTRACTOR'S REPORTING**

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

**Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: ACCEPTANCE**

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS DEVELOPMENT PROGRAMME

For and on behalf of:  
(Contractor)

## Annex I

### **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.