



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: October 12, 2017
	REFERENCE: 56-2017-UNDP-UKR-RFP-RPP

Dear Sir / Madam:

We kindly request you to submit your Proposal for conducting services of **Social Science Research to enumerate a household survey of 3,900 respondents in Donetsk, Luhansk, and Zhytomyr regions.**

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

Proposals may be submitted on or before **23:59 (Kyiv time) Thursday, October 26, 2017** and via email to the address below:

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

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

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

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

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

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

The Offeror shall mark the email letter/s:

Subject of the message should include: **“56-2017-UNDP-UKR-RFP-RPP”** and **“Social Science Research to enumerate a household survey of 3,900 respondents in Donetsk, Luhansk, and Zhytomyr regions”**.

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

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

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

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

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

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

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

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

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

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

<http://www.undp.org/content/dam/undp/img/corporate/procurement/UN%20Supplier%20Code%20of%20Conduct.pdf>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



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

Description of Requirements

Project name:	"Recovery and Peacebuilding Program"
Brief Description of the Required Services	In order to address the persisting gaps in information about the situation in the regions, the Project has commissioned a first comprehensive assessment ("the Assessment") in 2016. The initial assessment gathered data on people's actual knowledge, comprehension, and attitudes, as well as their concerns and priorities, as regards the rule of law processes in their communities and in their country: specifically, access to justice, the protection of rights, and ensuring personal and community security. As a follow up, UNDP commissions a second assessment to check the progress since the last assessment which was concluded in late 2016 early 2017
The overall objective	<p>The output deliverables by the Contractor will follow the four stages of the survey process as outline below:</p> <ul style="list-style-type: none"> • Stage 1: Pre-test (pilot) to be conducted by the team leader and survey supervisors with feedback provided to UNDP; • Stage 2: Provide logistical support for trainings on survey tool and methodology for the supervisors, for the enumerators (not earlier than two weeks before the start of the survey) to be attended by team leader and all enumerators and supervisors (i.e. venue and refreshments to be provided by contractor) for a training to be led by UNDP consultants; • Stage 3: Collection of data in government-controlled territories of Donetsk and Luhansk oblasts, and Zhytomyr oblast according to methodology and reporting on progress weekly and providing access to the data base on a weekly basis; • Stage 4: Double-blind entering and cleaning of the data (if tablets are not used) and end of survey analysis (non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field). <p>Based on the outlined stages, the Contractor will perform the following tasks under the ToR:</p> <ol style="list-style-type: none"> 1. Phase 1: Provide a team of supervisors to field test the survey and provide feedback 2. Phase 2: All enumerators and supervisors participate in trainings on the survey and are able to pass an evaluation developed by UNDP consultants that they understand how to enumerator the survey according to the methodology and international ethical standards and participate in practical exercises. All needed software should be available by the beginning of the trainings for the enumerators 3. Phase 3: Complete 3,900 surveys total across three Oblasts (Donetsk 1,300; Luhansk 1,300, and Zhytomyr 1,300 – with surveys being conducted in all types of settlements (cities, towns, villages) in 1/3 of the Rayons in

	<p>each Oblast¹) according to the methodology and with proper supervision/reporting.</p> <p>4. Phase 4: Double-blind enter and clean the data (maximum of 10 days, less time preferred)</p> <p>5. Phase 5: Provide an end of and end of survey analysis (non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field). (Approximately 1 day/to run concurrently with data entry process)</p> <p><u>Deliverables:</u></p> <ol style="list-style-type: none"> 1. Pilot Survey Feedback (oral and one-page written summary of feedback); 2. Organize 2 Training Sessions – 1 for supervisors, 1- for enumerators; 3. Survey conducted and End of Survey Analysis provided to UNDP (preferably in English, which should include non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field); 4. Raw Data (to be entered in Template to be provided by UNDP). The matrix should be updated weekly and sent to UNDP; 5. Complete Set of Clean Data (to be entered in Template to be provided by UNDP).
Person to Supervise the Work/Performance of the Service Provider	Community Security and Social Cohesion Specialist
Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	According to TOR attached
Expected duration of work	According to the proposed timeframe specified in the attached TOR
Target start date	November 2017
Target completion date	January 2018
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The Contractor will be responsible for all logistics support involved in field test of the survey, supervisor and enumerator training, organization and finalization of the survey.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

¹ Specific locations within the Oblasts will be set by UNDP – but for Donetsk and Luhansk the survey area will be limited to the Government Controlled Areas (and will also not take place in the gray zone); Implementation Team can assume a survey will take an average of 2 hours to complete; the respondents selected will be representative of the population of the three Oblasts– and will include IDP settlements (the demographics of respondents shall have the same make-up as the actual population of the three Oblasts).

Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (USD) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP shall arrange the payment in local currency based on the UN Operational Exchange Rate prevailing at the time of invoicing. For details please see: http://treasury.un.org <input type="checkbox"/> Euro <input checked="" type="checkbox"/> UAH
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line), if applicable <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
A pre-proposal conference will be held on:	<p>Pre-Bidding Conference will be held on 19th of October, 2017 at 3 pm at the following address: UNDP Ukraine 1, Klovsky Uzviz, Kyiv Ukraine.</p> <p>Skype Conference shall be supported for interested bidders unable to attend the Pre-Bidding Conference.</p> <p>Interested bidders are required to register for Pre-Bidding Conference by submitting their company name, list of attending representatives and their contact information as well as Skype ID (for bidders willing to participating via Skype Conference) at the following e-mail: procurement.ua@undp.org Attn: Procurement Unit Subject: 56-2017-UNDP-UKR-RFP-RPP – Pre-Bidding Conference Registration</p>
Payment Terms ²	<p>The contractor is invited to assess the complexity of work on the implementation by each of these stages, and to offer the customer the preferred percentage of the total proposed value of the contract.</p> <ol style="list-style-type: none"> 1. Phase 1 2. Phase 2 3. Phase 3 4. Phase 4 5. Phase 5

² UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<p>Payment terms: Not later than thirty (30) days as of meeting the following conditions:</p> <ul style="list-style-type: none"> a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; b) Receipt of invoice from the Contractor.
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Community Security and Social Cohesion Specialist
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Experience of the company/organization submitting the proposal 28.5% <input checked="" type="checkbox"/> Proposed work plan, methodology and approach 28.5% <input checked="" type="checkbox"/> Personnel and invited experts/consultants 43% <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Contractor <input type="checkbox"/> One or more Contractors, depending on the following factors:
Annexes to this RFP	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions - Available through the Link: http://www.undp.org/content/dam/undp/img/corporate/procurement/infoforbidders/GTCsforcontracts-Goods-and-or-Services-2015.pdf <input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3) <input checked="" type="checkbox"/> Contract for professional services template (Annex 4)
Contact Person for Inquiries (Written inquiries only) ³	<p><i>Procurement Unit</i> <i>UNDP Ukraine</i> <i>procurement.ua@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Documents to be submitted in proposal	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2); <input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any). In case a group of experts decides to apply, a letter of affiliation with an officially registered organization (which will be the Contractor in case of contract award) must be provided; <input checked="" type="checkbox"/> Copies of other licenses or certificates (if any); <input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years or Audited statements); <input checked="" type="checkbox"/> Letter of interest/letter of proposal, which briefly describes the organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants) and approach to the performance of work (up to 2 pages); <input checked="" type="checkbox"/> Technical proposal detailing the proposed work plan, proposed participants of the survey; <input checked="" type="checkbox"/> A list and short summary of previous experience in national quantitative household surveys; <input checked="" type="checkbox"/> A timeline detailing how the requisite number of surveys will be completed within the required timeline, including start date, travel time, expected non-responses, number of supervisors and enumerators to be deployed per location, and number of data entry operators (if tablets will be in lieu of data entry operators used it should be indicated in the timeline). The company should provide the list of cities, towns and villages of Donetsk, Luhansk and Zhytomyr oblasts where it plans to work. UNDP then will select those where the survey would take place <input checked="" type="checkbox"/> At least two references from previous clients; <input checked="" type="checkbox"/> Matrix of the experience, language skills, and gender of the proposed enumerators; <input checked="" type="checkbox"/> Matrix of the experience of proposed Data Entry Operators (or certification that the firm has a sufficient number of tablets for every enumerator deployed to the field); <input checked="" type="checkbox"/> CVs of the intended team leader and supervisors, which clearly indicate their experience and language skills, certification of their availability if selected for this project as well as contact details for referees. <input checked="" type="checkbox"/> Financial proposal.
---------------------------------------	--

<p>Other Information Related to the RFP</p>	<p><u>Administrative Requirements:</u></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> 1. Officially registered organisation (commercial or non-profit). In case, is Group of Experts decide to apply, a letter of affiliation with an officially registered organisation (which will be the Contractor in case of contract award) must be provided; 2. At least 3 years of experience in implementing quantitative household surveys in Ukraine, prior experience in Donetsk and Luhansk oblasts is an asset; 3. Experience in working in different types of settlements (cities, towns, villages) is an asset; 4. Experience working in the settlements close to the contact line (settlements located closer than 20km from the contact line) is an asset; <p>Other information is available on http://procurement-notice.undp.org;</p> <p>For the information, please contact procurement.ua@undp.org</p>
---	--

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the 56-2017-UNDP-UKR-RFP-RPP dated 10/12/2017, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:	
Full registration name	
Year of foundation	
Legal status	If Consortium, please provide written confirmation from each member
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc	EDRPOU, ID tax number

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

	Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2015 -2016)	Copies of income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation
Track Record performed within the last 2 years	Please indicate here the List of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; Brief description of previous products developed by the company (list);
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters <i>if any</i> .
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Yes/No (Please choose)
Other relevant information	

B. Proposed Methodology for the Completion of Services

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

Must include:

- 1. Letter of interest/letter of proposal, which briefly describes the organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants) and approach to the performance of work (up to 2 pages);**
- 2. Technical proposal detailing the proposed work plan, proposed participants of the survey;**
- 3. A list and short summary of previous experience in national quantitative household surveys;**
- 4. A timeline detailing how the requisite number of surveys will be completed within the required timeline, including start date, travel time, expected non-responses, number of supervisors and enumerators to be deployed per location, and number of data entry operators (if tablets will be in lieu of data entry operators used it should be indicated in the timeline). The company should provide the list of cities, towns and villages of Donetsk, Luhansk and Zhytomyr oblasts where it plans to work. UNDP then will select those where the survey would take place;**
- 5. At least two references from previous clients.**

C. Qualifications of Key Personnel

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

- a) Names and qualifications of the key personnel that will perform the services; description of roles of key personnel (who is Team Lead, Supervisors, Enumerators and Data Entry Operators);**
- b) CVs demonstrating qualifications, experience and language skills of Team Lead and Supervisors as well as contact details for referees;**
- c) Matrix of the experience, language skills, and gender of the proposed enumerators;**
- d) Matrix of the experience of proposed Data Entry Operators (or certification that the firm has a sufficient number of tablets for every enumerator deployed to the field);**
- e) Written confirmation from each team member that they are available for the entire duration of the contract.**

At least:

- 1) Team Lead**
- 2) Supervisors**
- 3) Other personnel (Enumerators and Data Entry Operators)**

Financial Proposal

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

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

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

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

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

A. Cost Breakdown per Deliverables*

The key steps and a description of the results that must be obtained in the specified time frames are listed below.

The contractor is invited to assess the complexity of work on the implementation by each of these stages, and to offer the customer the preferred percentage of the total proposed value of the agreement.

Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Amount, currency, excl. VAT
Deliverable 1		
Deliverable 2		
Deliverable 3		
Deliverable 4		
Deliverable 5		
Total (please indicate currency)	100%	

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

B. Cost Breakdown by Cost Component:

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

Nº	Activity/Costs	Unit	Number	Cost per unit, currency	Amount, currency excl. VAT
1	Personnel				
1.1	Team Lead				
1.2	Supervisors				
1.3	Enumerators				
1.4	Data Entry Operators				
1.3	Other experts (as required)				
2	Administration Costs (if necessary)				
2.1	Communication (Internet/Phone/etc.)				
2.2	Other (if any - to define clearly activities/costs)				
3	Travel and Lodging				
3.1	Travel costs (tickets)				
3.2	Accommodation				
3.3	Daily Allowance				
4	Survey- and Research-related Costs				
4.1	Costs related to Field Test of the Survey				
4.2	Organization of Training for Supervisors and Enumerators				
4.3	Costs related to conducting 3,900 surveys total across three Oblasts				
4.4	Other (if any - to define clearly activities/costs)				
5	Other costs (if any - to define clearly activities/costs)				
5.1	...				
5.2	...				
	Total (please indicate currency)				

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

[Designation]

[Date]

**** Dear partners!**

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

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

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

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

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

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

**** Уважаемые партнеры!**

Уважаемые партнеры!

Представительство ООН в Украине информирует Вас, что приобретение товаров и услуг объявленных в тендере 056-2017-UNDP-UKR-RFQ-RPP производиться в рамках выполнения проекта международной технической помощи.

Согласно положений Налогового Кодекса Украины (п. 197.11) предусмотрено освобождение от налогообложения НДС операций, которые финансируются за счет материально-технической помощи.

Порядок получения права на освобождение от налогообложения операций, которые производятся в рамках проектов международной технической помощи регламентируется постановлением Кабинета Министров Украины от 15 февраля 2002 года №153.

В случае наличия права на применение этой НДСной льготы на дату получения аванса от ПРООН вы должны составить и зарегистрировать в ЕРНН налоговую накладную (далее — НН), которая заполняется следующим образом:

- в графе «Складена на операції, звільнені від оподаткування» верхней левой части делается пометка «Без ПДВ»;
- в раздел А табличной части НН (строки I - X) вносятся обобщающие данные по операциям, на которые складывается такая НН, а именно: в строке I указывается общая сумма средств, подлежащих уплате с учетом НДС; в строке IX — общий объем поставки товаров/услуг. Строки II - VIII раздела А не заполняются;
- в графе 2 раздела В указывается номенклатура услуг поставщика (продавца);
- в графа 3.3 раздела В — код услуги согласно ГКПУ. Графа 3.3 заполняются на всех этапах поставки услуг.
- в графе 4 и 5 — единица измерения услуг;
- в графе 6 — количество (объем) поставки услуг;
- в графе 7 — цена поставки единицы услуги без учета НДС;
- в графе 8 — указывается код ставки НДС 903;
- в графе 9 — код льготы согласно Справочнику других налоговых льгот налоговых льгот, утвержденному ГФС по состоянию на дату составления НН — «14060523».
- в графе 10 — объем поставки без учета НДС (сумма аванса). Детально — в материалах «Налоговая накладная – 2017: порядок заполнения» и «Новая налоговая накладная в образцах».

Что касается налогового кредита с НДС по покупкам материалов для выполнения соответствующих строительных работ, то здесь правила его компенсации, предусмотренные п. 198.5 НКУ, не действуют. Ведь согласно п. 198.5 НКУ на операции по поставке товаров и услуг, освобождение от налогообложения НДС которых предусмотрено п. 197.11 НКУ, правила начисления налоговых обязательств не распространяются.

Это значит, что в ходе использования материалов, которые покупались с НДС, для выполнения данных работ налоговый кредит компенсировать не нужно, соответственно не нужно и начислять для этого налоговые обязательства.

Исходя из вышесказанного, просим Вас формировать Ваши тендерные заявки/счета на оплату без НДС учитывая положения украинского законодательства, изложенного в перечисленных нормативных актах.

В случае возникновения дополнительных вопросов просим Вас обращаться в отделения Государственной Фискальной Службы Украины по месту регистрации Вашего предприятия для получения дополнительной консультации в рамках статьи 52 Налогового Кодекса Украины.

TERMS OF REFERENCE

RULE OF LAW & COMMUNITY JUSTICE IN CONFLICT AFFECTED AREAS OR UKRAINE

Social Science Research to enumerate a household survey of 3,900 respondents in Donetsk, Luhansk, and Zhytomyr regions

I. PREAMBLE

Despite some reforms introduced since independence, Ukraine has been characterized by the weak rule of law, endemic corruption, and regular, albeit generally limited, violation of people's rights, which has led to a deep disconnect between citizens and state institutions.

Since February 2013, Ukraine has experienced a rapid change in its political, social, and economic landscape. The protests in the Maidan, the change in government, the occupation of Crimea, and ongoing conflict in the East, have created an immense and urgent challenge for Ukraine's government and society.

UNDP's "Rule of Law and Community Justice for Conflict-Affected Areas in Ukraine" Project started in January 2016 as part of a "Rule of Law for Stabilization in Ukraine" Programme. The project is designed to address both the causes and consequences of the conflict, support stabilization efforts, and promote constructive and systemic change.

The project pilots grassroots, community security approach in three selected Oblasts aiming to alter the fundamental dynamic between individual, community, and state institutions. Strengthening the accountability of, and confidence in state institutions will be achieved by facilitating community engagement and responsiveness to community needs.

There are justice reform initiatives in Ukraine occurring through the national leadership of police, prosecution and the Ministry of Justice. In keeping with the traditionally centralized nature of Ukrainian administration, these are not 'owned' by the communities or institutions outside Kyiv, and the impacts of the reform agendas will take a long time to reach the ground level. At the same time national reform efforts which are attempting to create mechanisms for community accountability mechanisms (e.g. in the new amalgamated hromadas; the creation of accountability boards involving CSOs in police oversight etc.) provide an entry point for UNDP to help realize these reforms at community level as part of implementation of national policy.

The Project has two key outputs:

Output 1: Strengthened personal and community security in conflict-affected areas;

Output 2: Increased community justice through capable institutions for rights-based service delivery and effective access to justice.

The Project, working at the community level, but closely-linked to national and regional structures and reform processes, will initially operate in three pilot regions: the conflict-affected regions of Donetsk and Luhansk, and in Zhytomyr a non-conflict affected region, which has been selected as a 'control' region, selected in order to demonstrate the extent, to which the interventions can be replicated in future across Ukraine.

II. MAIN GOALS AND OBJECTIVES

In order to address the persisting gaps in information about the situation in the regions, the Project has commissioned a first comprehensive assessment ("the Assessment") in 2016. The initial assessment gathered data on people's actual knowledge, comprehension, and attitudes, as well as their concerns and priorities, as regards the rule of law processes in their communities and in their country: specifically, access to justice, the protection of rights, and ensuring personal and community security. As a follow up, UNDP commissions

a second assessment to check the progress since the last assessment which was concluded in late 2016 early 2017.

The Assessment will encompass a representative cross-section of the residents of the 3 pilot regions, including both urban and rural communities, but also include a focus on women, youth, older persons, minorities (religious, ethnic, or linguistic), IDPs, and other vulnerable persons (victims of rape and domestic violence, people who are HIV+, the LGBT community, people with disabilities, etc.).

In order to achieve the above objectives, the Survey Implementation Team will:

1. Appoint a team leader who will be responsible for coordinating the logistics of the survey, communicating with UNDP and the methodological expert, and ensuring that all deliverables are completed on-time and are of the highest quality. The team leader should also participate in the survey pre-test (pilot), and attend the enumerator training.
2. Provide a team of experienced supervisors (no more than 1 per 12 enumerators – at least half of whom should be women), who will:
 - a. Pilot the survey, which will include attending a pre-training on the survey, pre-testing (piloting) the survey, and providing feedback on the survey
 - b. Participate and assist in the enumerator training, which will include classroom learning and field practice
 - c. Travel to the field and supervise a team of enumerators which requires:
 - i. Ensuring
 - i. enumerators are in the precise location identified by UNDP for conducting the survey each day
 - ii. the methodology is followed exactly
 - iii. maps of household visited are accurate AND
 - iv. the designated number of surveys are conducted as per plan with the highest standards of ethics and professionalism
 - ii. Conducting
 - i. two spot-checks each day AND
 - ii. two back-checks (the supervisor conducts the survey with the respondent after the enumerator finished to check for any problems with how the survey was coded) each day and recording the degree of accuracy
 - iii. Answer questions asked by the enumerators, and direct questions to UNDP as appropriate
 - iv. Notifying UNDP immediately if any changes to the agreed plan are necessary
 - v. Providing
 - i. a weekly summary of the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back-checks, and any issues that were encountered
 - ii. an end of survey report which consists of the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back-checks, the enumerator maps, and any issues that were encountered
3. Provide a team of experienced enumerators (exact number to be determined by bidder, but a minimum of 50)⁶, at least half of whom are women, preferably, who constantly live in above mentioned oblasts and who will:
 - a. Participate in the enumerator training, which will include classroom learning and field practice

⁶ UNDP reserves the right to remove any enumerator who, in its opinion, does not meet UNDP's standards for integrity and professionalism, including but not limited to, failing to follow the methodology or professional/ethical standards. UNDP also reserves the right to send its own monitors to supervise the enumeration process.

- b. Travel to the field and conduct a survey which requires:
 - i. Following the methodology exactly
 - iii. Conducting a total of 3,900 surveys⁷ as per plan with the highest standards of ethics and professionalism
 - ii. Entering the responses accurately and legibly
 - iii. Collecting contact details of respondents for further verification
 - iv. Following all instructions provided by the supervisor
4. Provide a team of experienced data entry operators who will⁸:
 - a. Conduct double-blind entry of all of the data in the provided template
 - b. Clean the data
5. Provide all necessary logistical support, conducting survey using the tablet devices with GPS localization, printing the required number of surveys (in case when it's impossible to use the tablet devices), travel, and ensuring the necessary facilities for enumerator training.
6. Be available to start in November 2017.

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

III. SCOPE OF WORK AND EXPECTED OUTCOMES

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

- **Stage 1:** Pre-test (pilot) to be conducted by the team leader and survey supervisors with feedback provided to UNDP;
- **Stage 2:** Provide logistical support for trainings on survey tool and methodology for the supervisors, for the enumerators (not earlier than two weeks before the start of the survey) to be attended by team leader and all enumerators and supervisors (i.e. venue and refreshments to be provided by contractor) for a training to be led by UNDP consultants;
- **Stage 3:** Collection of data in government-controlled territories of Donetsk and Luhansk oblasts, and Zhytomyr oblast according to methodology and reporting on progress weekly and providing access to the data base on a weekly basis;
- **Stage 4:** Double-blind entering and cleaning of the data (if tablets are not used) and end of survey analysis (non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field).

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

1. **Phase 1:** Provide a team of supervisors to field test the survey and provide feedback
2. **Phase 2:** All enumerators and supervisors participate in trainings on the survey and are able to pass an evaluation developed by UNDP consultants that they understand how to enumerator the survey according to the methodology and international ethical standards and participate in practical exercises. All needed software should be available by the beginning of the trainings for the enumerators
3. **Phase 3:** Complete 3,900 surveys total across three Oblasts (Donetsk 1,300; Luhansk 1,300, and Zhytomyr 1,300 – with surveys being conducted in all types of settlements (cities, towns, villages) in 1/3 of the Rayons in each Oblast⁹) according to the methodology and with proper supervision/reporting.

⁷ The Contractor will still be expected to complete the agreed number of surveys: any non-response must be replaced with another respondent according to the research methodology. The Contractor can assume a survey will take no more than 45 minutes when preparing its timeline.

⁸ Contractor may conduct surveys by tablet in lieu of having data entry operators. Preference will be given to candidates that can provide tablets for enumerating the assignment and uploading the data on a daily basis.

⁹ Specific locations within the Oblasts will be set by UNDP – but for Donetsk and Luhansk the survey area will be limited to the Government Controlled Areas (and will also not take place in the gray zone); Implementation Team can assume a survey will take an average of 2 hours to complete; the respondents selected will be representative of the population of the three Oblasts– and will

4. **Phase 4:** Double-blind enter and clean the data (maximum of 10 days, less time preferred)
5. **Phase 5:** Provide an end of and end of survey analysis (non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field). (Approximately 1 day/to run concurrently with data entry process)

Deliverables:

6. Pilot Survey Feedback (oral and one-page written summary of feedback);
7. Organize 2 Training Sessions – 1 for supervisors, 1- for enumerators;
8. Survey conducted and End of Survey Analysis provided to UNDP (preferably in English, which should include non-response rate, back-check accuracy rate, number of surveys per location, mapping of households visited by enumerators, and any problems encountered in the field);
9. Raw Data (to be entered in Template to be provided by UNDP). The matrix should be updated weekly and sent to UNDP;
10. Complete Set of Clean Data (to be entered in Template to be provided by UNDP).

PROJECT IMPLEMENTATION SCHEDULE

The contractor will take necessary steps to ensure that the following five phases are completed within the designated timeline.

1. Phase 1: All supervisors will field test the survey and provide feedback (approximately 3 days)
2. Phase 2: All enumerators and supervisors to participate in training on the survey (approximately 5 days)
3. Phase 3: Complete 3,900 surveys total across three Oblasts (Donetsk 1,300; Luhansk 1,300, and Zhytomyr 1,300 – with surveys being conducted in all types of settlements (cities, towns, villages) in 1/3 of the Rayons in each Oblast) according to the methodology and with proper supervision/reporting. Locations for the survey should be agreed with UNDP and are not the subject to change after the contract is signed (if only conducting the survey would endanger life or health of enumerators or respondents) (Maximum of 20 working days, less time preferred)
4. Phase 4: Double-blind enter and clean the data (maximum of 10 days, less time preferred)
5. Phase 5: Provide an end of mission summary detailing what was accomplished in the field (approximately 1 day/to run concurrently with data entry process)

IV. REQUIREMENTS FOR MONITORING/REPORTING

The Contractor will report directly to the Community Security and Social Cohesion Specialist (CSSCS) and Component Coordinator (CC). The payment will be arranged in stages according to the proposed payment schedule below and upon acceptance of the deliverables based on quality control and recommendations of the CSSCS and CC .

The Contractor shall comply with the system of monitoring, evaluation and quality control, implemented by the UNDP, and provide the necessary information, reports and statistics according to a preliminary determined schedule or as soon as possible (within a reasonable period of time).

include IDP settlements (the demographics of respondents shall have the same make-up as the actual population of the three Oblasts).

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

- Weekly progress reports during the data collection, which includes the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back checks, and any issues that were encountered
- A final report after the data collection process is finished which includes the number of surveys conducted per enumerator and per location, response rate, the accuracy of the back-checks, the enumerator maps, and any issues that were encountered
- The final double-blind entered data in raw and clean form

Each Deliverable and report by the Contractor will be evaluated by the CSSCS and CC.

V. EXPERIENCE AND QUALIFICATION REQUIREMENTS

- Officially registered organization (commercial or non-profit);
- At least 3 years of experience in implementing quantitative household surveys in Ukraine, prior experience in Donetsk and Luhansk oblasts is an asset;
- Experience in working in different types of settlements (cities, towns, villages) is an asset;
- Experience working in the settlements close to the contact line (settlements located closer than 20km from the contact line) is an asset;
- Be able to produce an implementation team with at least the following requirements:
 - Team Leader
 - Has overseen or supervised at least 3 prior quantitative household surveys of at least 1,000 respondents;
 - At least a Master's/Specialist degree in statistics, research methods, social science, or other relevant qualification;
 - Working level of English, Russian, and Ukrainian.
 - Supervisors
 - Have enumerated or supervised at least 3 prior quantitative household surveys;
 - Working level Russian and Ukrainian. The ability to speak other languages will be an advantage, particularly English.
 - Enumerators (number to be determined by bidder, but a minimum of 50):
 - Have conducted at least 1 prior quantitative household survey;
 - Working level of Russian and Ukrainian.
 - Data Entry Operators (if tablets are not used – number to be determined by bidder but a minimum of 10):
 - Have entered and cleaned data for at least 2 prior surveys.

Preference will be given to a team that will enumerate the survey via tablets and has the capacity to upload the data at least daily unless prior permission is provided by UNDP due to problem with internet activity.

Document to be included when submitting the Proposals:

<input checked="" type="checkbox"/>	Organization's profile (date of creation, size, number of staff/consultants, description of key staff/consultants);
<input checked="" type="checkbox"/>	A list and short summary of previous experience in national quantitative household surveys;
<input checked="" type="checkbox"/>	CVs of the intended team leader and supervisors which clearly indicate their experience and language skills, as well as certification of their availability if selected for this project
<input checked="" type="checkbox"/>	Matrix of the experience, language skills, and gender of the proposed enumerators
<input checked="" type="checkbox"/>	Matrix of the experience of proposed Data Entry Operators (or certification that the firm has a sufficient number of tablets for every enumerator deployed to the field)
<input checked="" type="checkbox"/>	A timeline detailing how the requisite number of surveys will be completed within the required timeline, including start date, travel time, expected non-responses, number of supervisors and enumerators to be deployed per location, and number of data entry operators (if tablets will be in lieu of data entry operators used it should be indicated in the timeline). The company should provide the list of cities, towns and villages of Donetsk, Luhansk and Zhytomyr oblasts where it plans to work. UNDP then will select those where the survey would take place
<input checked="" type="checkbox"/>	2 reference letters;
<input checked="" type="checkbox"/>	Financial proposal;

VI. EVALUATION CRITERIA

Evaluation and comparison of proposals

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

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

In the Second Stage, the price proposals of all offerors, who have attained minimum 70% score in the technical evaluation, will be reviewed.

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

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
1	Experience of the firm / organization submitting the proposal	28.5%	200				
2	Proposed Workplan, methodology, and approach	28.5%	200				
3	Personnel and invited experts/consultants	43%	300				
	Total Score	100%	700				
	Notes						

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

Technical Evaluation Forms:

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

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel and invited experts/consultants

Technical Evaluation Criteria

Evaluation of the Technical Proposal Form 1		Maximum score	Company/Other organization		
			A	B	C
The experience of the company / organization submitting the proposal					
1.1	Reputation of Organization / Credibility / Reliability / Industry Standing / Organization /Company profile Excellent reputation & proven experience in the sphere of social studies: Excellent – 50 points, good – 30 points, satisfactory – 20 points, weak – 10 points, negative – 0 points;	50			
1.2	Experience in implementing quantitative household surveys in Ukraine: minimum 3 years – 40 points, 4-6 years – 50 points, 7 years and more – 60 points.	60			
1.3	Experience working in Donetsk and Luhansk oblasts: - Experience working in Donetsk and Luhansk oblasts is an asset. Availability of experience working in Donetsk and Luhansk oblasts – 10 points; no experience – 0 points; - Experience working in different types of settlements (cities, towns, villages) is an asset. Availability of experience working in different types of settlements (cities, towns, villages) – 10 points; no experience – 0 points; - Experience working in the settlements close to the contact line (not far then 20km from the contact line). Available experience – 10 points; no experience – 0 points.	30			
1.4	Equal gender divide of the team (60 points max): Enumerators – 40 points; Supervisors – 20 points.	60			
	The total score on Form 1	200			

Evaluation of the Technical Proposal Form 2		Maximum score	Company/Other organization		
			A	B	C
Proposed work plan, methodology and approach					
2.1	To what degree does the Proposer understand the task? Is the methodology well understood by the bidder?	Up to 70			
2.2	Does the proposed timing of the project meet UNDP timing requirements - including being able to start mid-July and completing sampling in 20 working days?	Up to 70			
2.3	Does the timing account for non-response rate & travel?	Up to 60			
	The total score on Form 2	200			

	Evaluation of the Technical Proposal Form 3	Maximum score	Company/Other organization		
			A	B	C
Personnel					
	Project Team Leader				
3.1	Master’s/Specialist degree or equivalent in statistics, research methods, social science, or other relevant qualification: - Specialist/Master’s degree – 15 points; - PhD or equivalent – 20 points.	20			
3.2	Language Skills: - Fluent Ukrainian and Russian, working-level English – 20 points; - Fluent English, Russian, and Ukrainian – 30 points.	30			
3.3	Proven experience overseeing or supervising prior household surveys of at least 1,000 respondents: - 4 and more surveys – 30 points; - 3 surveys – 20 points.	30			
Interim score by criteria 3.1-3.3		80			
	Supervisors				
3.4	Experience enumerating or supervising prior household surveys of (at least 3 surveys): - Have enumerated or supervised more than 3 prior quantitative household surveys – up to 40 points; - Have enumerated or supervised at least 3 prior quantitative household surveys - 30 points.	40			
3.5	Language Skills: - All with working level Russian and Ukrainian and ability to speak English – up to 40 points; - All with working level Russian and Ukrainian – 30 points.	40			
Interim score by criteria 3.4-3.5		80			
	Enumerators				
3.6	Experience in quantitative household surveys: - All have prior experience enumerating more than 1 quantitative household survey – up to 40 points; - All have prior experience enumerating at least 1 survey – 30 points.	40			
3.7	Language Skills: - All able to work in Russian and Ukrainian – 40 points; - Anything less – 0 points.	40			
Interim score by criteria 3.6-3.7		80			
	Data Entry Operators				
3.8	Experience with data entry: - Use of tablets for data entry in lieu of data entry operators – 60 points; - Data entry experience for at least 2 surveys by all DEOs – 20 points; - Data entry experience for more than 2 surveys by at least half of the DEOs – 30 points.	60			
Interim score by criteria 3.8		60			
	Total score on Form 3	300			

Annex 4

Model Contract for Professional Consulting Services between UNDP and a Company or other entity¹⁰

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting¹¹[dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
NameSpecializationNationalityPeriod of service
.... ..
- 2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

¹⁰This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

¹¹ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

[LIST DELIVERABLES]**[INDICATE DELIVERY DATES]**

e.g.

Progress report

.././....

Final report

.././....

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

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

OPTION 1 (FIXED PRICE)3. Price and Payment¹²

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

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

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

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

<u>MILESTONE</u> ¹³	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)3. Price and payment¹⁴

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the

¹² This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

¹³ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

¹⁴ This version of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.

- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹⁵

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by _____ UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions¹⁶

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

4.1.1. Security

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

4.2 Audits and Investigations

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

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations.

¹⁵ This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

¹⁶ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁷

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁸

4.6 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁹

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

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

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

¹⁷This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

¹⁸ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

¹⁹ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND TITLE]

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