

Dear Bidders,

NB! Deadline for submission of proposals was extended till

23:59 Sunday, January 20, 2013 (Kyiv time).



REQUEST FOR PROPOSAL (RFP)

DATE: December 28, 2012

REFERENCE: RFP UKR/2012/056

Dear Sir / Madam:

We kindly request you to submit your Proposal for

LOT1: develop UPR Preparation and Advocacy Stakeholders' Toolkit;
LOT2: conduct custom-tailored trainings on Lobbying, Advocacy, and Awareness Raising
Activities Country: home-based and Kyiv, Ukraine

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

Proposals may be submitted on or before **Tuesday, January 15, 2013** via email to the address below: **tenders@undp.org.ua**

Your Proposal must be expressed in the **English or Ukrainian language**, 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 (preferably *.zip format): one should include technical proposal, another one should include financial proposal and be encrypted with password. Both files should be attached to the email letter.

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

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

The Offeror shall mark the email letter/s:

Subject of the message should include: **"RFP UKR/2012/56"** and the name of tender: **"Conduct trainings on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations; Develop UPR Preparation and Advocacy Stakeholders' Toolkit"**.

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 complies with all of the requirements, 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/procurement/protest.shtml>.

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

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

Thank you and we look forward to receiving your Proposal.
Sincerely yours,


Mr. Sergey Volkov
UNDP Officer-in-charge
12/28/2012

Description of Requirements

Context of the Requirement	LEVARAGING CHANGE THROUGH THE UPR: supporting CSO and journalist communities in human rights advocacy efforts
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services	Conduct trainings on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations; Develop UPR Preparation and Advocacy Stakeholders' Toolkit
List and Description of Expected Outputs to be Delivered	LOT1: develop UPR Preparation and Advocacy Stakeholders' Toolkit LOT2: conduct custom-tailored trainings on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations while equipping civil society organizations with effective and available tools to promote human rights agenda in the country
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager
Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	<input type="checkbox"/> Exact Address/es _ <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	3 months
Target start date	January 2013
Latest completion date	5 March 2013
Travels Expected	Ukraine
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	n/a
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

Names and curriculum vitae of individuals who will be involved in completing the services

- ☒ Required
☐ Not Required

Currency of Proposal

- ☒ United States Dollars
☐ Euro
☒ Local Currency – UAH

Value Added Tax on Price Proposal

- ☒ must be inclusive of VAT and other applicable indirect taxes, VAT (or other taxes) **should be clearly indicated.**
☐ must be exclusive of VAT and other applicable indirect taxes

Validity Period of Proposals (Counting for the last day of submission of quotes)

- ☐ 60 days
☒ 90 days
☐ 120 days

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.

Partial Quotes

- ☐ Not permitted
☒ Permitted. Companies can submit the proposals for separate LOTs.

Payment Terms

Outputs	Percentage	Timing	Condition for Payment Release
LOT1: 1 st tranche: completion of 1-2 and 2 nd tranche - 3-4 deliverables (according to TOR in Annex 4)	50% and 50%	TBD	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.
LOT2: 1 st tranche: completion of 1-2 and 2 nd tranche - 3 deliverable (according to TOR in Annex 4)	50% and 50%	TBD	

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment

UNDP Project Manager

Type of Contract to be Signed

- ☐ Purchase Order
☐ Institutional Contract
☒ Contract for Professional Services
☐ Long-Term Agreement
☐ 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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of firm /organization submitting proposal 30% <input checked="" type="checkbox"/> Proposed Workplan, methodology and Approach 50% <input checked="" type="checkbox"/> Personnel 20% <p><u>Financial Proposal (30%)</u></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 type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors: According to LOTs.
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (<i>Annex 4</i>) <input checked="" type="checkbox"/> Evaluation Criteria (Annex 5) <input checked="" type="checkbox"/> Questionnaire forms (Annex 6) <input checked="" type="checkbox"/> Checklist for Offerors (Annex 7) <input checked="" type="checkbox"/> Model Contract for Professional Services (Annex 8)
Contact Person for Inquiries (Written inquiries only)	Procurement Unit procurement@undp.org.ua +38 044 2539363 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.
Other Information <i>[p/s. specify]</i>	n/a

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery²)

[insert: Location].

[insert: Date]

To: UNDP Procurement Unit

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 9/4/2012, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

Parts A – C should be included to the technical proposal. No financial information should be included in technical proposal.

A. Qualifications of the Service Provider

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 :

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement (preferable) or State financial Statements for last 2 years– income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

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 will be appropriate to the local conditions and context of the work.

Should include:

¹ This serves as a guide to the Service Provider in preparing the Proposal.

² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

**LOT1: A proposed plan of work with suggested training outline;
Copies of previously conducted training events agendas or training outlines
LOT2: A proposed plan of work with suggested outline and toolkit methodology;
Copies or examples of previously developed toolkits (reference/links to electronic copies are acceptable).**

C. Qualifications of Key Personnel

the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications (including information about past experience in similar projects / assignments) must be submitted; and**
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

Parts D – E should be included to the financial proposal.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				

III. Other Related Costs				
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[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

Annex 3

General Terms and Conditions 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 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

Project name: LEVARAGING CHANGE THROUGH THE UPR: supporting CSO and journalist communities in human rights advocacy efforts

Subject: **LOT1:** develop UPR Preparation and Advocacy Stakeholders' Toolkit; **LOT2:** conduct custom-tailored trainings on Lobbying, Advocacy, and Awareness Raising Activities **Country:** home-based and Kyiv, Ukraine

Expected places of travel: Kyiv, Ukraine - 4 missions – 1 full-day event each

Starting date: January 2013

End date: 5 March 2013

Supervisor's name and functional post: Vasyl Romanyuk, UPR Project Coordinator / Yuliya Shcherbinina, UNDP Programme Manager

Administrative arrangements: Through the assignment the International Organization will work closely with the national consultant as well as with UPR Project Coordinator and representatives of Ukrainian civil society organizations (CSOs) under the overall supervision of UNDP Country Office official. Space/technical equipment will not be provided

1. BACKGROUND

The "LEVERAGING CHANGE THROUGH THE UPR: supporting CSO and journalist communities in human rights advocacy efforts" project aims at using the potential of UN Universal Periodic Review (UPR) for Ukraine, Russia, Turkmenistan and Uzbekistan to uphold human rights agendas, and advocate lasting change through building relevant capacities of the CSO and media communities.

Ukraine was one of the first countries which underwent its Universal Periodic Review back in 2008. 2012 marks the second cycle of the UPR for Ukraine, which the country underwent on 24 October 2012. The preparations for this review have started almost a year in advance with an active engagement of UNDP which catalyzed coordinated contribution from Ukrainian human rights CSOs and raised awareness among the government officials.

Hence, the Project will follow up on Ukraine's Universal Periodic Review in 2008 and 2012 to maintain in Ukraine a constructive dialogue between various stakeholders - the civil society, media and the Government - to keep the UPR process a consultative and inclusive one. Within the framework of the project in focus, UNDP plans to keep supporting the CSO and media communities' efforts in leveraging positive changes in the area of human rights through the UPR process.

At the same time, the Project aims at sharing Ukrainian lessons learnt and results achieved during the preparation to the UPR instrument with those countries in the region which will undergo the 2nd cycle of the UPR in 2013.

2. MAIN OBJECTIVES OF THE ASSIGNMENT

This call is comprised of two separate assignments outlined under the two separate LOTs which may be applied to by a company together or separately. The main objective of the assignment is:

LOT1: develop *UPR Preparation and Advocacy Stakeholders' Toolkit* (hereinafter the *Toolkit*) with extensive engagement of civil society and human rights expert community in Ukraine based on the available smart

practices. The Toolkit is to be used both in Ukraine and in the CIS region during pre- and post-UPR preparation/implementation cycles by the relevant stakeholders;

LOT2: conduct custom-tailored trainings on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations while equipping civil society organizations with effective and available tools to promote human rights agenda in the country.

3. SCOPE OF WORK

LOT1: TOOLKIT

- Conduct desk research / pre-assessment of available good practices and lessons learnt in the preparation for the 1st and 2nd (where applicable) cycles of Universal Periodic Review, while identifying success factors and risk potential for the UPR process across the countries in;
- Develop an outline of prospective Toolkit and present it to relevant stakeholders to solicit input and/or recommendations with final approval by the UNDP Ukraine;
- Based on the UNDP-approved outline, produce *UPR Preparation and Advocacy Stakeholders' Toolkit* (in the English language);
 - The proposed methodology and guidelines included in the Toolkit should reflect a custom-tailored -approach to the countries in focus and account for the situation analysis in target countries as to their human rights country profiles vis-à-vis countries' commitment to human right improvement agenda, including commitments undertaken within the framework of international human rights mechanisms, special procedures, and treaty bodies.

a ***UPR Preparation and Advocacy Stakeholders Toolkit***, among other things, should include the following sections:

- An introduction to the toolkit, its objectives, contents and methodology;
- Tools / techniques / smart practices (i.e. CSO coalition building; writing stakeholders' reports, lobbying techniques, advocacy mechanisms, awareness raising etc.)
- Tips and guidance on negotiating with respective governments and/or governmental agencies in pre-UPR preparation and post-UPR implementation activities with an aim of forming alliances (partnerships) in a complex and adversarial environment;
- Tips and guidance for media and journalist communities on advocacy, awareness raising, and lobbying for change, while advancing human rights agenda in target countries;
- Present the Toolkit at a regional 2-day workshop for CSO and journalist communities from CIS countries – 1 working day.

LOT2: TRAININGS

- Design a training module on campaigning, advocacy, and lobbying techniques in the area of human rights realm for human rights CSOs in Ukraine;
- Based on the approved design, conduct 3 cluster trainings for the human rights CSOs in Ukraine (center, east and west of the country);

The proposed training methodology should reflect a custom-tailored -approach to Ukraine and account for the situation analysis in it as to its human rights country profile. Trainings on campaigning, advocacy, and lobbying techniques, among other things, should reflect the following topics:

- Tools / techniques / smart practices (i.e. CSO coalition building; writing stakeholders' reports, lobbying techniques, advocacy mechanisms, awareness raising etc.)

- Tips and guidance on negotiating with government and/or governmental agencies in pre-UPR preparation and post-UPR implementation activities with an aim of forming alliances (partnerships) in a complex and adversarial environment;
- Tips and guidance for media and journalist communities on advocacy, awareness raising, and lobbying for change, while advancing human rights agenda in the country;
- Conduct master class training session on effective lobbying, advocacy, and awareness for journalist and CSO communities from CIS countries during a regional event in Kyiv in March 2013; - 1 working day;

UNDP Ukraine will cover the following costs associated with 3 training events:

- trainees' travel;
- meals for training participants during the course (appx. 25-30 persons);
- copying and translation of training materials;
- select and rent venue and equipment;
- simultaneous interpretation during the course (English-Ukrainian).

4. DELIVERABLES

LOT#1 TOOLKIT

1. An outline of *UPR Preparation and Advocacy Stakeholders Toolkit* developed and presented to UNDP Ukraine for approval (by 20 January 2013);
2. Draft *UPR Preparation and Advocacy Stakeholders Toolkit* developed by Contractor and submitted to UNDP for comments (by 15 February 2013);
3. Final *UPR Preparation and Advocacy Stakeholders Toolkit* with addressed UNDP comments submitted (by 25 February 2013)
4. Presentation of the Toolkit delivered at the regional workshop in Kyiv (by 23 March 2013);

LOT#2 TRAININGS

1. Training module in human rights campaigning, advocacy, and lobbying techniques finalized taking into account UNDP comments (by 22 January 2013);
2. 3 trainings for 20-25 persons each in campaigning, advocacy, and lobbying techniques for human rights CSOs (by 5 March 2013);
3. Master class training session on effective lobbying, advocacy, and awareness for journalist and CSO communities from CIS countries conducted during a regional event in Kyiv (by 22 March 2013);

5. MONITORING/REPORTING REQUIREMENTS

LOT#1 TOOLKIT

The Organization will report to the UPR Project Coordinator. Payments shall be made in two installments. The 1st payment will be made subject to completion of 1-2 deliverables, and 2nd payment payable upon completing the 3-4 deliverables and submission of the final report.

LOT#2 TRAININGS

The Organization will report to the UPR Project Coordinator. Payments shall be made in two installments. The 1st payment will be made subject to completion of 1-2 deliverables, and 2nd payment payable upon completing the 3 deliverables and submission of the final report.

6. EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

(LOT#1 – TOOLKIT)

- For an Organization a track record of minimum of 5 years of relevant experience in lobbying, advocacy, and promotion/awareness campaigns in the area of human rights, international law, or international development;
- Strong general Organizational capability which is likely to affect implementation (i.e. strength of project management support e.g. project financing capacity and project management controls, etc.)
- A Team of at least two experts with educational level of a Master's degree or equivalent in human rights, international law, international relations, political science, journalism, development studies or related field; Fluent English. Russian language capacity would be considered an asset;
- A minimum of 2-year experience and proved capacity to research, design, and produce quality knowledge products, including toolkits, manuals, guides, etc.
- Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia is an asset;

(LOT#2 – TRAININGS)

- For an Organization a track record of minimum of 5 years of relevant experience in conducting trainings in lobbying, advocacy, and promotion/awareness campaigns in the area of human rights, international law, or international development;
- Strong general Organizational capability (i.e. strength of project management support e.g. project financing capacity and project management controls, etc.)
- A Team of at least two experts with educational level of a Master's degree or equivalent in human rights, international law, international relations, political science, journalism, development studies or related field;
- For Expert Team a minimum 3 years of experience in designing and implementing targeted and custom-tailored training and educational programmes and activities for CSO and/or media communities, knowledge of effective training methods and tools; Fluent English. Russian language capacity would be considered an asset;
- Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia is an asset;

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 to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submission that passed the minimum technical score of 70% (of 350 points) of the obtainable score of 500 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 proposal 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 Form		Score Weight	Max Points obtainable	Company/Other Entity			
1.	Expertise of firm /organization submitting proposal	30%	150				
2.	Proposed Work plan, methodology and Approach	50%	250				
3.	Personnel	20%	100				
	Total	100%	500				
	Remarks						

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

Form 1. Expertise of Firm/Organization Submitting Proposal

Form 2. Proposed work plan, methodology and Approach

Form 3. Personnel

Assessment of technical offer

(LOT#1 – TOOLKIT) Technical evaluation criteria for UNDP TOR

“Consultancy on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations”

Technical Proposal Evaluation Form 1	Points obtainable	Company / Other Entity		
		A	B	C

Expertise of firm / organization submitting proposal					
1.1	Reputation of Organization and Staff (Competence / Reliability) - Company Background - Past performance - Country-specific knowledge of the Eurasia region	25			
1.2	General Organizational Capability which is likely to affect implementation (i.e. size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	25			
1.3	2-year experience and capability to develop high-quality knowledge products, including toolkits, manuals, guides, etc.	50			
1.4	Relevant experience in: - designing knowledge products, including toolkits, manuals, guides, etc.; - providing training services to international technical assistance organizations and donors.	50			
		150			

(LOT#2 – TRAININGS) Technical evaluation criteria for UNDP TOR

“Consultancy on Lobbying, Advocacy, and Awareness Raising Activities for Human Rights Organizations”

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
Expertise of firm / organization submitting proposal			A	B	C
1.1	Reputation of Organization and Staff (Competence / Reliability) - Company Background - Past performance - Country-specific knowledge of the Eurasia region	25			
1.2	General Organizational Capability which is likely to affect implementation (i.e. size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	25			
1.3	Capability to design and conduct 3 high-quality trainings in campaigning, advocacy, and lobbying techniques for human rights CSOs; - design a relevant training curriculum and agenda, proposing effective training methods and tools; - produce training materials tailored to the needs of the target audience; - take into account country-specific civil society environment; - create an enabling learning environment, focusing on forming practical skills of the participants.	50			
1.4	Relevant experience in delivering trainings in campaigning, advocacy, and lobbying techniques for human rights CSOs;	50			
		150			

Technical Proposal Evaluation	Points Obtainable	Company / Other Entity
--------------------------------------	----------------------	---------------------------

Form 2			A	B	C
Proposed Work Plan/Methodology and Approach					
2.1	Have the important aspects of the task been addressed in sufficient detail? (Assessed based on the methodology / training outline	50			
2.2	Are the different components of the proposal adequately weighted relative to one another? (Assessed based on time and human resources allocation)	50			
2.3	Is the suggested methodology appropriate for the task?	50			
2.4	Is the scope of proposal well defined and does it correspond to the TOR?	50			
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50			
		250			

(LOT#1 – TOOLKIT) Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
	Team Leader				
3.1	Knowledge and experience with regard to CSOs in the following areas: - research, design, and production of quality knowledge products, including toolkits, manuals, guides, etc. (2-year experience); - conducting lobbying and public awareness campaigns; - using modern media technologies for effective communications, etc.	30			
3.2	Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia	10			
3.3	Experience in delivering services to international technical assistance organizations and donors	5			
3.4	Education (Equivalent of Master’s degree in relevant area)	5			
Sub-score for 3.1-3.4		50			
	Other Expert(s)				
3.5	Knowledge and experience with regard to CSOs in the following areas: - experience in designing and implementing targeted and custom-tailored training and educational programmes and activities for CSO and/or media communities; - research, design, and production of quality knowledge products, including toolkits, manuals, guides, etc. ; - conducting lobbying and public awareness campaigns; - using modern media technologies for effective communications, etc.	30			
3.6	Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia	10			
3.7	Experience in delivering services to international technical assistance organizations and donors	5			
3.8	Education (Equivalent of Master’s degree in relevant area)	5			
Sub-score for 3.6-3.8		50			
Total for Form 3		100			

(LOT#2 – TRAININGS) Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
	Team Leader				
3.1	Experience in organizing and delivery of trainings in campaigning, advocacy, and lobbying techniques for human rights CSOs	10			
3.2	Knowledge and experience with regard to CSOs in the following areas: - experience in designing and implementing targeted and custom-tailored trainings and educational programmes and activities for CSO and/or media communities; - research, design, and production of quality knowledge products, including toolkits, manuals, guides, etc. ; - conducting lobbying and public awareness campaigns; - using modern media technologies for effective communications, etc.	30			
3.3	Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia	5			
3.4	Education (Equivalent of Master’s degree in relevant area)	5			
Sub-score for 3.1-3.4		50			
	Other Expert(s)				
3.6	Experience in organizing and delivery of trainings in campaigning, advocacy, and lobbying techniques for human rights CSOs	10			
3.7	Knowledge and experience with regard to CSOs in the following areas: - experience in designing and implementing targeted and custom-tailored training and educational programmes and activities for CSO and/or media communities; - research, design, and production of quality knowledge products, including toolkits, manuals, guides, etc. ; - conducting lobbying and public awareness campaigns; - using modern media technologies for effective communications, etc.	30			
3.8	Country-specific knowledge of the Eurasia region, including experience in or knowledge of human rights situation in such countries as Ukraine, Turkmenistan, Uzbekistan, and Russia	5			
3.9	Education (Equivalent of Master’s degree in relevant area)	5			
Sub-score for 3.6-3.9		50			
Total for Form 3		100			

The obtainable number of points for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Checklist for Offerors

CHECKLIST FOR OFFERORS		
Item #	Requirements of the RFP	Yes/No
Documentary		
1	Offer comprises of the technical and financial parts, each of which is in a separate archive	
2	Duly signed Form for submitting service provider's proposal (Annex 2, A-C) is provided	
3	Price Schedule (Annex 2, D-E) in a separate encrypted archive is provided	
4	Duly filled questionnaire forms (Annex 7) provided	
5	Brief company profile is provided	
6	List of personnel proposed for the assignment and their CVs is provided	
7	Methodology and work plan are provided	
9	Financial statements provided	
10	Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List provided	
11	Copies of documents confirming state registration and tax payer certificate provided	
Administrative		
12	Language of the proposal: Ukrainian or English	
13	Proposal validity term: 90 days	
14	Acceptance of General Terms and Conditions (Annex 3)	
Payment and pricing		
15	Currency of the price proposal is clearly indicated in the Price Schedule	
16	All taxes included in the prices are clearly indicated (especially VAT)	
17	Payment terms (in arrears, within 30 days after invoicing) and proposed payment scheme (payments linked to completion of separate deliverables) are accepted	

Questionnaire forms**Form 1.**

BRIEF COMPANY PROFILE	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company's core activities	

Form 2. List of personnel proposed for the assignment and their CVs describing education, current and previous employment, qualification, and experience

Full name	Post occupied in the company	Degrees, diplomas and qualifications	Specialization	Role in the proposed project team

Form 3. List of similar studies

Client name, industry and country of origin	Study description	Duration of the study	Year

* The offerors are encouraged to provide more details about similar studies than requested in the form 3.

Model Contract for Professional Services

Model Contract for Professional Consulting Services
between UNDP and a Company or other entity³

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 meeting⁴[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:

³This 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.

⁴ 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.

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:

[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 Payment⁵

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:

MILESTONE⁶

AMOUNT

TARGET DATE

Upon....

.....

.././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

⁵ 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.

⁶ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

3. Price and payment⁷

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.⁸

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 conditions⁹

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

⁷ 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.

⁸ 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.

⁹ 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.

hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

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

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

4.3 Anti-terrorism

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

- 4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁰
- 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.¹¹
- 4.6 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.¹²

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:

¹⁰ This 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.

¹¹ 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.

¹² This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

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

6. Time and manner of payment

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

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

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

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND TITLE]

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

Agreed and Accept