



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: July 08, 2014
	REFERENCE: RFP UKR/2014/043

Dear Sir / Madam:

We kindly request you to submit your Proposal to conduct:

Development of educational modules and conducting of specialized trainings for personnel of protected areas

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) Monday, July 24, 2014** 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**, 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.

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/2014/043"** and the name of tender: ***"Development of educational modules and conducting of specialized trainings for personnel of protected areas"***

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:

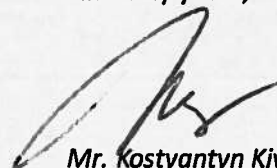
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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. Kostyantyn Kiva
Operations Manager
08/07/2014

Annex 1

Description of Requirements

Context of the Requirement. Project name:	Clima East: Conservation and sustainable use of peatlands
Brief Description of the Required Services	Development of educational modules and conducting of specialized trainings for personnel of protected areas
List and Description of Expected Outputs to be Delivered	The UNDP is searching for qualified and experienced organizations for the provision of the following services: "Development of 5 educational and methodological modules and 5 specialized trainings for the personnel of the Nature Reserve Fund of Ukraine with detailed coverage and highlighted features and practice facilities in different clima zones of the country". Modules' target audience is governmental personnel of the regional and local levels who are involved in PA management and representatives of protected areas (managers, scientists, workers engaged in tourism, education and public relations, etc.).
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 <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Preliminary date of results submission is December 10, 2014
Target start date	August 2014
Latest completion date	December 2014
Travels Expected	n/a
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The Project will not provide any facilities, equipment, support personnel, support services or logistic
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	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – UAH

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – UAH In case both currencies are provided in the financial proposal, UNDP will use USD as per July 2014 official UNORE for the evaluation purposes. See details at http://treasury.un.org							
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line) <input 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"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted - Companies can apply for both and separate LOTs.							
Payment Terms ¹	<table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>30% - upon conducting preparatory works (development of 5 modules, submission of training plans and schedules)</td><td rowspan="4"> 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. </td></tr> <tr> <td>30% - upon conducting first 2 trainings including all accompanying works in accordance with ToR</td></tr> <tr> <td>30% - upon conducting 3-4 trainings including all accompanying works in accordance with ToR</td></tr> <tr> <td>10% - upon conducting last (5th) training and submission of final report to UNDP, with further its endorsement by the latter.</td></tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	30% - upon conducting preparatory works (development of 5 modules, submission of training plans and schedules)	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.	30% - upon conducting first 2 trainings including all accompanying works in accordance with ToR	30% - upon conducting 3-4 trainings including all accompanying works in accordance with ToR	10% - upon conducting last (5th) training and submission of final report to UNDP, with further its endorsement by the latter.
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager							

¹UNDP 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.

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 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	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of Firm / Organization submitting Proposal 30% <input checked="" type="checkbox"/> Proposed Work Plan and Approach 30% <input checked="" type="checkbox"/> Personnel 40% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
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 - Available through the Link: http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/ <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) ²	Procurement Unit UNDP Ukraine procurement.ua@undp.org 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.
Documents to be submitted in proposal	<input checked="" type="checkbox"/> Duly 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) <input checked="" type="checkbox"/> Other licenses or certificates (if any); <input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years) <input checked="" type="checkbox"/> CVs of proposed team members <input checked="" type="checkbox"/> Reference letters (at least three, if any)

²This 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.

<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"> <input checked="" type="checkbox"/> Offers must be submitted within the stipulated deadline <input checked="" type="checkbox"/> Offers must meet required Offer Validity <input checked="" type="checkbox"/> Offers have been signed by the proper authority <input checked="" type="checkbox"/> Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration <input checked="" type="checkbox"/> Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) Properly registered company/organization; b) At least 3 years of working experience. <p>Other information is available on http://www.undp.org.ua/en/tenders; For the information , please contact procurement.ua@undp.org</p>
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Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[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 RFP dated 6/26/2014, 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	

³This serves as a guide to the Service Provider in preparing the Proposal.

⁴Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2011 -2012)	Copies of income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation
Track Record performed within the last 5 years	Please indicate here the List of clients for similar services as those required by UNDP, indicating description of contract scope (including titles of documents developed and analysis prepared), contract duration, contract value, contact references;
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. Licenses for engineering surveys and design works for construction (reconstruction)

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.** Please indicate:*

- Detailed description of activities to be undertaken to achieve the expected results in the form of proposal, comprising of at least the following sections: activities to be undertaken/tasks to be carried out; expected results/deliverables by activities; implementation schedule (workplan) for each deliverable/output; managing structure during activity performance; quality assurance mechanism; reporting.*
- The Offeror should provide the list and description of previous similar works and/or projects similar to the announced terms of reference (certificate in any format to confirm experience in executing similar contracts specifying the names of customers and the listing the project sites);*
- The Offeror should provide the description of internal project management control mechanisms.*

C. Qualifications of Key Personnel

<i>The Service Provider must provide :</i>	
a)	<i>Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;</i>
Minimum Team required:	
-	<i>Team Leader</i>
-	<i>Key expert 1. Expert on development of training module "Organizational guidelines of environmental education at protected areas"</i>
-	<i>Key expert 2. Expert on development of training module "Organization of State Protection Service functioning at the protected areas"</i>
-	<i>Key expert 3. Expert on development of training module "Organization of recreational and environmental tourism at the protected areas"</i>
-	<i>Key expert 4. Expert on development of training module "Organization of scientific and research activities at the protected areas"</i>
-	<i>Key expert 5. Expert on development of training module "Legal practice at the protected areas".</i>
-	<i>Other experts, lecturers and/or technical staff (if necessary).</i>
b)	<i>CVs demonstrating qualifications must be submitted if required by the RFP; and</i>

c) *Please indicate that all proposed personnel are available for the entire duration of the contract.*

Parts D – E should be included to the financial proposal in password protected separate archive!!!

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive) incl. VAT</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total incl. VAT	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, excl. VAT	Total Period of Engagement	No. of Personnel	Total Rate, excl. VAT
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				
III. Other costs				
<i>Indicate detailed breakdown here</i>				
Total not incl. VAT				
VAT (if applicable)				
Grand Total incl. VAT				

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

[Designation]

[Date]

Annex 3

Terms of Reference (TOR)

Development of educational modules and conducting of specialized trainings for personnel of protected areas

Project: "Clima East: Conservation and sustainable use of peatlands"

Subject: Development of 5 educational and methodological modules and 5 specialized trainings for the personnel of protected areas detailed coverage and highlighted features and practice facilities in different climate zones of the country.

1. INTRODUCTION

1. Project framework

Through the renewed European Neighborhood Policy (ENP) the European Union is building an everdeeper relationship with the East Partnership countries (Armenia, Azerbaijan, Belarus, Georgia, Moldova, Russia and Ukraine), supporting their reforms so they are better equipped for greenhouse-gas emission reductions and better prepared to deal with climate change impacts.

The specially designed EC programme supporting Climate Change Mitigation and Adaptation in Russia and ENP East countries – “Clima East” has started in October 2012 and includes both technical assistance projects aimed at fostering improved climate change policies, and pilot projects supporting the development of ecosystems-based approaches to climate change.

The Ukrainian “Conservation and Sustainable Use of Peatlands” is a part of the 'Clima East' pilot projects package and is aimed to demonstrate the relevance of nature management techniques for climate mitigation and adaptation.

The objective of the project in Ukraine is to contribute to the climate change mitigation capacity building by means of:

- (1) building capacity of the National GHG inventory system of Ukraine in the Land Use, Land-Use Change and Forestry (LULUCF) sector, namely organic soils carbon stock changes accounting;
- (2) developing and testing at a pilot region a practical ecosystem-based approach for degraded agricultural peatlands, including restoration to semi-natural conditions with high value for local people and biodiversity conservation.
- (3) increasing country nature reserve area fund, through the creation of a regional landscape park to ensure the preservation and enhancement of typical and unique species of flora and fauna. Protected area institute functioning will be ensured through the establishment of all required logistics, staff recruitment, trainings, and involvement of recruited staff in the park management.

2. ASSIGNMENT'S BACKGROUND

Nature Reserve Fund of Ukraine - areas of land and surface water, nature complexes and objects which perform special environmental, scientific, aesthetic, recreational value dedicated to preserve the natural diversity of the landscapes, flora and fauna genofond, maintain environmental balance

and monitor condition of the natural environment. Today it comprises more than 7600 sites of 3.3 mln ha in total, which corresponds to 5.4 percent of the country.

Over the past four years, the total number of protected areas institutions increased by 9 units and counts 64 units now (national parks, biosphere reserves, nature reserves). Expansion of protected areas by areas of multifunctional purpose results in solving the problem of conservation, sustainable use and restoration. Also it worth to be noted that in the last few years protected area staff of the Nature Reserve Fund increased greatly.

Unfortunately, there is no proper developed system of training of personnel working in national parks, nature reserves, biosphere reserves, and dealing with the issues of environmental education, conservation areas and protected areas, cooperation with the public, etc. Considering the above, training seminars are extremely important and would have positive affect on all areas and objects of country Nature Reserve Fund, through protected area personnel's skills level increase.

In order to achieve these results, UNDP is searching for qualified and experienced organizations for the provision of the following services: "Development of 5 educational and methodological modules and 5 specialized trainings for the personnel of the Nature Reserve Fund of Ukraine with detailed coverage and highlighted features and practice facilities in different clima zones of the country". Modules' target audience is governmental personnel of the regional and local levels who are involved in PA management and representatives of protected areas (managers, scientists, workers engaged in tourism, education and public relations, etc.).

3. OBJECTIVE OF THE ASSIGNMENT

The objective of the assignment is to:

- develop the educational and methodological module "Organizational guidelines of environmental education at the protected areas".

1. Organizational directions of environmental education at protected areas.
2. Annual plan preparation methodology for environmental and educational activities of protected areas.
3. Institutional (Organizational) principles devoted to organization and conducting of eco-educational activities on the protected areas. Involvement of partners and environmental organizations, public, etc.
4. Organization of initiatives, round tables, trainings, seminars and involvement of local organizations and public.
5. Eco-educational activities with visitors and tourists.
6. Theoretical outline and current methodological approaches of ecological paths construction. Practice examples and existed experience.
7. Innovations in eco-educational activities. Organization of volunteer activities.
8. Excursions on the territories of existing nature museums, environmental "corners", etc.
9. Psychological approaches to gain audience attention. Methodological guidelines for environmental culture development.
10. Latest eco-educational methodology and approaches in cooperation with youth and children.

- develop the educational and methodological module "Organization of State Protection Service functioning at the protected areas"

1. Legal grounds for the State Protection Service.
2. Means to ensure the protection, conservation of nature systems on the territories, according to classification and modes of protection.
3. Protection modes with regard to Nature Reserve Fund (NRF) objects and territories zoning on seized lands and lands of other land users.
4. Adjusting the use of natural resources in the environmental, recreational, ecological, educational, scientific and commercial purposes.
5. State Protection service interaction with other state environmental authorities, inspections, prosecutors, law enforcement agencies and NGOs. Prevention of population.
6. Accounting of natural resources damage on the NRF territories caused by natural disasters and illegal human activities. Existing legislative and regulatory framework and grounds.
7. Legal base for NRF personnel:
 - Procedure for reports on environmental laws violation by employees of the institutions of Ukrainian NRF (order preparation, extraction tools, articles and formation of administrative cases, referral to court, confiscated stuff , etc.)
 - Personal belongings and vehicles inspection of suspicious individuals on the territory of protected areas. Procedure for reporting and documentation.
 - Application of administrative legislation by NRF State Protection Service.
8. Unusual situations. Communication with different groups of offenders.
9. Procedure of safekeeping, carrying and use of means of personal protection (including weapons).
10. Provision of medical care and first medical aid.
11. Nature Chronicle information gathering. Procedure of phonological research organization and conducting, and reporting statements drafting.

- develop the educational and methodological module "Organization of recreational and environmental tourism at the protected areas"

1. Purpose and objectives of tourism and recreation on the territory of protected areas.
2. Development of working plan on tourism organization on the territory of NRF institutes:
 - Assessment of the current state of tourism development
 - Purpose and objectives
3. Recommendations regarding recreational and eco-tourism activities planning:
 - Logistics development
 - Scientific and staff provision
 - Promotion of tours and destinations at the tourist market/
 - Involving local organizations and public.
4. Planning of tourism partnership development. Volunteer tourism.
5. Organization of cooperation with tour-operators to create tourism products for different groups.
6. Experience in organizing of recreational and eco-educational activities on the territories of NRF institutions (e.g., national parks "Huzulschyna" Jaworowski NPP, NPP Shatsky).
7. Study principles of human activities.
8. Organization of advertising, publishing and information activities among visitors.
9. Implementation of ornithological tourism.
10. Approaches of study, development and functioning of park Museum of Nature.
11. Current international experience.

- develop the educational and methodological module “Organization of scientific and research activities at the protected areas”

1. Conducting accounting of invertebrate and vertebrate fauna species. Inventory of fauna areas of nature reserve fund of Ukraine. Basic methods and analysis.
2. Permission obtaining procedure for materials collection on protected areas.
3. Organization of long-term expeditions at protected areas (paperwork, legal and regulatory support, payments).
4. Use of information technology for research implementation. GIS.
5. Approach of bio objects and constant testing plots developments on the territory of the nature park.
6. Practical aspects of the measures for the conservation of flora ex - situ for the subsequent reintroduction into natural habitat.
7. Assessment of the conservation of rare species of flora, fauna and natural habitats.
8. Justification of limits on the use of natural resources (scientific justification, methodological recommendations on justification limits) and control over their use.
9. Determining types of habitats based on current approaches to European standards classification of habitats.
10. Environmental activities in the national parks, their justification, implementation and control, funding opportunities. Environmental protection guidelines.
11. Procedure of records' arrangements on the state cadastre and protected areas of Ukraine territories (primary card on territories accounting, form 1DKPZF).
12. Approaches for museum nature park initial phase design and development.
13. Research services park institutions may provide.
14. Methods, stages and documentation for expansion of protected areas.
15. Complex inventory research and assessment of the current status of rare species population, ecosystem levels, prevalence of species, size, ecosystems' condition in general; using Arc GIS package and other packages for implementation.

- develop the educational and methodological module “Legal practice at the protected areas”

1. Legal grounds:
 - Main principles, nature
 - Main legislation and regulations on NRF institutes' activities
2. Legal regime of the territories.
3. Procedure for design, creation and development of protected areas. Development and approval of major statutory instruments (Regulations, Land Management Project, Project of the territory).
4. The Land Code. Addressing the removal of boundaries, boundary's fixing markers, obtaining title documents for the permanent use of land.
5. Ownership on the protected areas, entities. Natural resources property issues.
6. Aspects of legal restrictions on the territory of protected areas institutions (entry, travel, paid services, environmental management) based on example of existing institutions.
7. Institutions structure, consulting and advisory body. Organization of activities.
8. Activity planning procedures: current estimates, preparation of management plans and other environmental programs.

Company has to perform also the following:

Conduct all necessary procedures for trainings preparation (trainings to be held in the recreational house "Puscha Ozerna", Puscha Vodytsa, Kyiv)

1. Prepare invitation letters and inform about planned training on protected areas.
2. Form participants' groups.
3. Inform participants about training schedule.
4. Organize and carry out theoretical part of the training (to attract highly qualified lecturers, trainers, presentation of theoretical material, development and delivery of tasks to perform practical work, the test of practical work, preparing and writing a final work, etc.). Number of participants in the group should be 12-15. Training should last 5 days, plus the day of arrival and departure.
5. Organization and carrying out practical activities - examples of ecological paths implementation (visualization of theoretical material in practice) at the state arboretum (dendrological) park "Trostyanetskiy", conducting workshops with the installation of offence signs, drawing up reports and preparing cases for submission to the court, etc.
6. Conduct participants' survey (obtain feedback reviews).
7. Provide Certificate of training participation. Printing is not the part of this tender. The blanks of Certificate will be provided to the Contractor separately.
8. Reporting.

4. EXPECTED RESULTS

1. 5 Modules. Each module should be submitted as a single document in Ukrainian.
2. Draft design of the certificate for participants.
3. Theoretical and practical plan of trainings.
4. Report on the results of the training and qualification level increase for institutions of the NRF of Ukraine.

Expected results should be submitted by 10 December 2014. Work plan should be detailed by weeks. Trainings should be conducted only after the approval of the work plan by Project manager.

Stakeholders candidates should include minimum six people – team leader and 5 key experts. Applicants has to provide information on the team leader, 5 key experts and lecturers to be involved (CV and professional achievements).

5. IMPLEMENTATION ARRANGEMENTS AND CONDITIONS OF ENGAGEMENT

5.1 General Provisions

- The UNDP will establish and communicate formatting requirements for the reports and documents which will be prepared/developed by the Contractor. The Contractor shall use/apply such formatting requirements in preparation, revision and adjustment of the documents required by the Project under this engagement.
- Any copyrights and other kinds of intellectual property emerging in the course of contract implementation and produced by the Contractor under the contract shall be retained by UNDP; the Contractor shall not be entitled for any intellectual property in this regard.
- Any documents and/or information owned by UNDP and any other entities provided or shared by UNDP to the Contractor in the course of contract implementation shall remain confidential and shall

not be disclosed or shared to other parties and by the Contractor without written permission from authorized UNDP official.

- At UNDP side contract implementation will be coordinated and supervised by the Project Manager and the Contractor will be responsible to obtain his/her clearance of each drafted/revised document before its finalization. Upon request from the Project Manager the Contractor shall revise or correct the drafted documents and address all his/her comments.
- The Contractor shall nominate a dedicated team leader, who will be responsible for contract implementation, coordination and communication with the Project, logistics, planning and performance monitoring, reporting and other relevant activities.

5.2 Coordination and management

- The Project is responsible for the stakeholder consultation on deliverables.
- The UNDP will approve the deliverables.
- The payments will be made upon endorsement by UNDP.

5.3 Contractual and payment arrangements

- UNDP Standard Contract for Professional Services will be signed with the selected Contractor. The Contract will be in 2 languages, where English language prevails over Ukrainian.
- Standard UNDP payment terms – up to 30 days after receipt of the original invoice and satisfactory fulfillment of the contractual obligations/deliverables. The payments will be made upon endorsement by UNDP, provision of results and provision of original invoice.

6. REQUIRED MINIMUM QUALIFICATIONS AND EXPERIENCE OF THE OFFERORS Experience and qualification requirements:

- Legal entity duly registered in Ukraine according to the current legislation requirements.
- At least 3 years of working experience of the company or offered project team (formed team of experts) in the development of educational and methodological modules. The company should provide list of similar activities during last three years.
- Proven expertise and practical experience of the company or offered project team (formed team of experts) in the trainings conducting and theoretical education, personnel's skill level increase in protected area fund. The company should provide list of similar activities during last three years.
- The Offeror has to submit information on proposed key experts: composition of the project team and its member's Resumes/CVs, list of experts planned to be involved for this work (name, title, current occupation, years of experience in the field, contact info):

- | | |
|---|---|
| - | <i>Team Leader</i> |
| - | <i>Key expert 1. Expert on development of training module "Organizational guidelines of environmental education at protected areas"</i> |
| - | <i>Key expert 2. Expert on development of training module "Organization of State Protection Service functioning at the protected areas"</i> |
| - | <i>Key expert 3. Expert on development of training module "Organization of recreational and environmental tourism at the protected areas"</i> |
| - | <i>Key expert 4. Expert on development of training module "Organization of scientific and research activities at the protected areas"</i> |
| - | <i>Key expert 5. Expert on development of training module "Legal practice at the protected areas".</i> |
| - | <i>Other experts, lecturers and/or technical staff (if necessary).</i> |

Team leader should have proven experience in managing projects, preferably in protected areas sphere.

Key experts have to have proven experience in training modules' development and organization.

Team leader and key experts should have:

- education equivalent of Master's degree or higher in environmental, biological, geographical and (or) economic sciences;
- proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results;
- at least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas sphere; excellent language skills.

The Consortium of the companies, if applicable, should provide the written confirmation from each member of it, indicating roles.

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	40%	400
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability - Company profile (15) - Previous experience of performing works / tasks with governmental bodies, scientific institutions, protected areas objects, international organizations and public organizations (50) - Available reference from at least three previous partners (15)	80
1.2	General Organizational Capability which is likely to affect implementation and internal quality assurance procedures in place	50
1.3	Relevance of	170

	<ul style="list-style-type: none"> - Specialized knowledge of the company in the development of training modules (max 90). - Experience on Similar Assignments / Projects (80) 	
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Approach and Implementation Plan		
2.1	Have the important aspects of the task been addressed in sufficient detail, does the scope of task correspond to ToR and is the sequence of activities logical?	100
2.2	Are the different components of the assignment adequately weighted relative to one another?	50
2.3	Adequacy of logical and management arrangements?	50
2.4	Is the proposed workplan detailed and realistic and promise efficient implementation to the project?	100
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		100
		Sub-Score	
	General Qualification	90	
	Experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas (5-7 years – 15 points, 8-10 years – 25 points, more than 10 – 30 points)	30	
	Experience in managing projects, teams of experts during project implementation, preferably in protected areas sphere (5–7 years – 10 points, 7-10 years – 15 points, more than 10 years – 20 points)	20	
	Education (Equivalent of Master's degree or higher in environmental, biological, geographical and (or) economic sciences: Master or equivalent – 15 points, PhD or higher – 20 points.	20	
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	20	
	- Language Qualifications (Ukrainian – 5 points, English – 5 points)	10	
		100	
3.2	Expert on development of training module “Organizational guidelines of environmental education at protected areas”		60

			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	At least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas sphere (5 years – 20 points, each 5 additional years add 5 points)	30		
	Education (Equivalent of Master's degree or higher in environmental, geographic science, chemistry), Master's degree – 10 points, PhD – 15 points	15		
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	10		
	- Language Qualifications (Ukrainian – 5 points)		5	
			60	
3.3	Expert on development of training module “Organization of State Protection Service functioning at the protected areas”			60
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	At least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas sphere (5 years – 20 points, each 5 additional years add 5 points)	30		
	Education (Equivalent of Master's degree or higher in environmental, geographic science, chemistry), Master's degree – 10 points, PhD – 15 points	15		
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	10		
	- Language Qualifications (Ukrainian – 5 points)		5	
			60	
3.4	Expert on development of training module “Organization of recreational and environmental tourism at the protected areas”			60
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	At least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas sphere (5 years – 20 points, each 5 additional years add 5 points)	30		

	Education (Equivalent of Master's degree or higher in environmental, geographic science, chemistry), Master's degree – 10 points, PhD – 15 points	15		
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	10		
	- Language Qualifications (Ukrainian – 5 points)		5	
			60	
3.5	Expert on development of training module “Organization of scientific and research activities at the protected areas”			60
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	At least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas sphere (5 years – 20 points, each 5 additional years add 5 points)	30		
	Education (Equivalent of Master's degree or higher in environmental, geographic science, chemistry), Master's degree – 10 points, PhD – 15 points	15		
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	10		
	- Language Qualifications (Ukrainian – 5 points)		5	
			60	
3.6	Expert on development of training module “Legal practice at the protected areas”			60
			Sub-Score	
	General Qualification		55	
	Suitability for the Project			
	At least 5 years of professional experience in the development training methodology, preparation of educational materials, training conducting and personnel's skill level increase in protected areas (5 years – 20 points, each 5 additional years add 5 points)	30		
	Education (Equivalent of Master's degree or higher in environmental, geographic science, chemistry or legal), Master's degree – 10 points, PhD – 15 points	15		
	Proven successful experience in the similar assignments for the national government/international organizations/academia with acknowledged results	10		
	- Language Qualifications (Ukrainian – 5 points)		5	
			60	
Overall score “Management structure and key experts”				400

Model Contract for Professional Consulting Services
between UNDP and a Company or other entity⁵

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 meeting⁶[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:

⁵This 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.

⁶If 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 Payment⁷

- 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:

⁷This 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.

MILESTONE⁸

AMOUNT
TARGET DATE

Upon.....

.....

./../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment⁹

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]**.¹⁰

⁸If 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.

⁹This 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.

¹⁰This 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.

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 conditions¹¹

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. 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

¹¹Under 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.

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.¹²

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.¹³

4.6 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁴

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

¹²This 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.

¹³This 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.

¹⁴This 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.

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]**