



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: July 11, 2014
	REFERENCE: RFP UKR/2014/044

Dear Sir / Madam:

We kindly request you to submit your Proposal to *Develop new sanitary and hygienic requirements (SanPin) covering the quality and safety of power supplied to residential and municipal consumers*

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) Friday, July 25, 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 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/2014/044”** and the name of tender: ***“Develop new sanitary and hygienic requirements (SanPin) covering the quality and safety of power supplied to residential and municipal consumers”***

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.

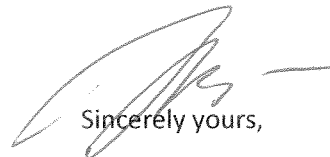
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

A handwritten signature in dark ink, appearing to be 'Ks' followed by a horizontal line.

Sincerely yours,

Mr. Kostyantyn Kiva
Operations Manager
7/11/2014

Annex 1

Description of Requirements

Context of the Requirement. Project name:	Transforming the Market for Efficient Lighting
Brief Description of the Required Services	Development of New sanitary and hygienic requirements (SanPin) covering the quality and safety of power supplied to residential and municipal consumers
List and Description of Expected Outputs to be Delivered	Overall Objective: Development of technical specifications / sanitary and hygienic requirements covering the quality and safety of power supplied to residential and municipal consumers. Introduce mandatory regulated human health effect indicators; environmental footprint; mandatory safe parameters for the use of power grids and rationing of operating efficiency. Develop and submit improved standard for review to the Ministry of Economic Development and Trade of Ukraine elaborated within the framework of the analysis and adaptation of international normative documents regulating the quality of electricity supplied.
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	up to 3 months
Target start date	August 2014
Latest completion date	November 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- <i>Proffered due possible fluctuation of national currency</i> <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								
Payment Terms ¹	<table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;</td><td rowspan="5"> 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>20% will be paid upon providing of minutes of the workshop dedicated to regulatory standards covering the level of lighting in residential and public buildings;</td></tr> <tr> <td>20% will be paid upon provision of information-and-analytical report on basic characteristics and parameters in terms of health safety in residential and public buildings ;</td></tr> <tr> <td>20% will be paid upon provision of minutes of the public hearings held on the State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings;</td></tr> <tr> <td>20% will be paid upon submission of Final Study Report and proposed State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings to the Ministry of Health</td></tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;	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.	20% will be paid upon providing of minutes of the workshop dedicated to regulatory standards covering the level of lighting in residential and public buildings;	20% will be paid upon provision of information-and-analytical report on basic characteristics and parameters in terms of health safety in residential and public buildings ;	20% will be paid upon provision of minutes of the public hearings held on the State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings;	20% will be paid upon submission of Final Study Report and proposed State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings to the Ministry of Health
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager								
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								

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

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 21% <input checked="" type="checkbox"/> Proposed Work Plan and Approach 43% <input checked="" type="checkbox"/> Personnel 36% 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	<i>Procurement Unit</i> <i>UNDP Ukraine</i> 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"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any) <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)

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Other Information Related to the RFP	<p><u>Administrative Requirements:</u></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> 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 _____, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :	
Full registration name	
Year of foundation	
Legal status	If Consortium, please provide written confirmation from each member
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	

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

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

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 r 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

If required by the RFP, 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.;

Min. team:

Team leader

- Education background: technical/natural sciences;
- Experience in energy sector - at least 5 years;
- Experience associated with lighting engineering will be a significant advantage;
- Managerial experience - at least 3 years;
- Experience in environmental sector would be an advantage;
- Languages: Ukrainian, Russian, English.

Key Expert

- Education background: technical/natural sciences;
- Experience in the energy sector - at least 5 years;
- Experience in the development of technical regulatory documents;
- Experience in environmental sector would be an advantage;
- Academic experience;
- Languages: Ukrainian, Russian, English.

Specialist responsible for assessment of lighting characteristics

- Education background: technical/natural sciences;
- Experience in metering of lighting characteristics;
- Experience in the development of technical regulatory documents;
- Experience in environmental sector would be an advantage;
- Languages: Ukrainian/Russian and English as an advantage

b) CVs demonstrating qualifications must be submitted if required by the RFP; and

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)</i> <i>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 (indicate currency)	Total Period of Engagement	No. of Personnel	Total Rate, excl. VAT (indicate currency)
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

1. Services required: Development of New sanitary and hygienic requirements (SanPin) covering the quality and safety of power supplied to residential and municipal consumers.
2. Category: Research/Consulting Services
3. Duty Station: Kyiv
4. Duration: Three (3) months
5. The Project's General Provisions

5.1 The Project's General Provisions

Ukraine continues to be one of the least energy efficient countries in the world and has one of the highest GHG emissions level per unit of GDP among CIS countries. Ukraine ranks 19th among the world's largest emitters of GHGs. Overall, Ukraine is one of the countries in Europe with the lowest energy-efficiency. Moreover, the efficient use of energy resources in Ukraine's economic and social sphere is very low. Currently, the power consumption in relation to the gross domestic product in Ukraine is more than twice higher than in the industrialized countries of Western Europe and it keeps on growing. In the pre-crisis period the Ukraine's energy saving potential amounted to 40 - 45% of energy consumption, but during the crisis it has grown even more. In order to gain the actual power savings, it is imperative to retain high economic efficiency. Cost per tonne of equivalent fuel gained by energy conservation is several times less than the costs of its recovery/production or purchase. Therefore, in Ukraine, the energy efficiency and energy conservation becomes a strategic line of economic and social development in the short and in the long run as well. That is exactly the way that has been taken by the industrialized countries, and the most of success in the increasing of the efficiency has been achieved by the 'power-hungry' countries such as Japan, Italy, etc.

The major strategic line for the increase of energy efficiency, including EE lighting and employment of energy saving potential, is to create an administrative, legal and economic mechanism promoting energy efficiency and energy savings. Enabling environment for the introduction of energy efficient lighting technologies shall be created based upon the effective policies. A fundamental condition for the increase of energy efficiency is to develop relevant legal and regulatory framework that would make it impossible to operate in the country energy-inefficient lighting technologies noncompliant with applicable international standards.

Building and sanitary standards for lighting point out that it is important to provide daylight in buildings for the comfort of the occupant and to reduce energy consumption. But generally, luminance recommendations are given in terms of levels to achieve with artificial lighting. According to the best worldwide practices daylighting is addressed as an important parameter of indoor quality having an impact on comfort and health of the occupant.

The overall Project's objective is to facilitate the market's transition over to EE lighting technologies, by removing the existing impediments, contributing thereby the reduction of GHG emissions.

5.2. Relevance of the Study

Currently, in Ukraine, the only unified regulation covering the use of energy efficient light sources in residential and public buildings is the State Building Regulation B.2.5-28-2006 "Natural and Artificial Lighting" approved by the order № 168 dated 15/05/2006 issued by the Ukraine's Ministry of Construction, Architecture and Housing and Utility. However this Regulation covers only the lighting design of areas, spaces (new and the existing ones) subject to renovation, buildings and structures of different purposes, open/outdoor spaces, industrial and agricultural facilities, railways and facilities thereof; outdoor lighting in the cities, villages and rural settlements, and do not provide for the use of LED light sources. Based on the above, the development of State Sanitary Standards and Regulations (sanitary and hygienic requirements) pertaining to the lighting level of in residential and public buildings are to standardize the lighting requirements relating to the use of all modern energy efficient light sources and promote energy-efficient lighting technologies. The use of modern energy efficient light sources (fluorescent bulbs, LED bulbs, etc) would allow to attain the required level of lighting, in terms of health safety, at the minimum costs.

6. Objectives, Scope and Results of the Study

6.1 Overall Objective

Development of sanitary and hygienic requirements, regulating the lighting level and by this covering the quality and safety of lighting supplied to residential and municipal consumers in Ukraine. Introduce mandatory normative indicators, causing negative effects on human health; mandatory safe parameters for the lighting level.

Develop and submit State Sanitary Standards and Regulations (sanitary and hygienic requirements) to the Ministry of Health of Ukraine elaborated within the framework of the analysis and adaptation of international normative documents (Sanitary Standards) regulating the lighting level and quality in residential and public buildings in Ukraine.

6.2. Scope of Work

- Conduct an analytical study of international best practices related to provision and quality of the level of lighting in residential and public buildings, and explore the possibilities of adoption thereof to Ukraine.
- Analyze the influence of energy efficient light sources upon the lighting level in residential and public buildings.
- Design an organizational concept (agenda, venue, list of participants and speakers) for discussion of lighting level and electricity quality supplied to residential and public buildings . The following entities are recommended to participate in aforesaid discussion: National Energy Efficiency Agency, the Ministry of Health of Ukraine and Ministry of Economic Development and Trade, research institutes and NGOs as well as other interested entities and/or individuals. Costs for conducting of such events will be covered by UNDP;
- Hold public hearings on introduction of new national standard specifications (sanitary and hygienic requirements) regulating the lighting level in residential and public buildings.
- Develop and submit the draft of improved state sanitary and hygienic requirements, regulating the lighting level in residential and public buildings, to the Ministry of Health of Ukraine for review within the framework of the analysis and adaptation of international normative documents inclusive of relevant recommendations.

6.3. Major Focus of the Analysis:

Develop, based on the results of the workshop and public hearings held, the state standard specifications, rules and regulations (sanitary and hygienic requirements) regulating the lighting level in residential and public/municipal buildings.

6.4. Deliverables:

Based on the objectives specified hereinabove, Contractor shall provide the following results:

- Information-and-analytical report on basic characteristics and parameters for the lighting level of residential and public buildings in terms of health safety.
- The algorithm determining safety and technical parameters for the lighting level in residential and public buildings;
- Analyze the effect of use of energy efficient light sources upon the lighting level in residential and public buildings in terms of health safety;
- Assessment of the low quality energy efficient light sources negative effect on the lighting level in residential and public buildings in terms of health safety;
- Recommendations on the requirements to light sources capable to provide the required lighting level in residential and public buildings in terms of health safety.

- Practical recommendations to consumers as to how they can assess quality of lighting level.
- Minutes of the workshop and public hearings dedicated to the state standard specifications and regulations (sanitary and hygienic requirements) regulating lighting level in residential and public buildings.
- Formal submission of the State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings, to the Ministry of Health of Ukraine. The Contractor shall provide to UNDP the official document issued by the Ukraine's Ministry of Health confirming that the State Sanitary Standards and Regulations (sanitary and hygienic requirements) has been accepted for review.

7. Methodology, Timing and Logistics

7.1. Methodology

In order to perform this assignment the selected company shall have adequate potential and capabilities to measure technical parameters and analyze technical regulatory framework.

Methodology shall clearly demonstrate understanding of the current situation in the sphere of technical regulation covering the lighting level in residential and public buildings, as well as the ways of improvement; plan of works and procedures of approval with the state agencies and stakeholders; the analysis of economic aspects related to the implementation of State Sanitary Standards and Regulations.

Developed the State Sanitary Standards and Regulations (sanitary and hygienic requirements) shall be in compliance with the Chief Medical Officer Directive # 11 dated 27.05.1998 "On the order of Development, Structure, Presentation, Execution And Approval of the State Sanitary Standards and Regulations, Hygienic Standards And Guidance Documents".

The contents of aforesaid Technical Regulation shall include:

General Provisions

1. Scope of application

General requirements prepared in accordance with the Law of Ukraine "On ensuring sanitary and epidemiological welfare of population" (4004-12) (Article 40) shall apply to public health standards, health rules and regulations, sanitary standards, guidelines and other sanitary and epidemiological regulations and guidance documents; as well as sets out general requirements to:

- Structuring of regulatory guidance documents within the system of the state sanitation and epidemiological department, standardization and implementation of state sanitary and epidemiological control;
- Contents and procedural formalities.

Requirements to be adhered to while developing the state sanitary regulations, hygiene standards and guidance documents.

2. Referenced codes and standards.

The requirements include the references to the following documents:

2.1. Ukraine's health protection Basic Laws.

2.2. Law of Ukraine "On ensuring sanitary and epidemiological welfare of the population of Ukraine» (4004-12).

2.3. Procedures for development, mutual approval, adoption, revision, repeal of the enactment of sanitary and epidemiological regulations approved by the Chief State Sanitary Doctor of Ukraine #11 dated 27.05.1998.

2.4. Classifier of sanitary regulations and guidance documents approved by the Resolution of Chief State Sanitary Doctor of Ukraine #11 of 27.05.1998 „

2.5. DSTU 1.5-93 "Ukrainian National Standardization System. General requirements to development, setting-out and contents of the standards."

2.6. General provisions regulating procedures for the development, setting-out and execution of health protection and safety statutory acts approved by State Health and Safety Supervision Authority of Ukraine dated 01.03.94 . #16 (v0016304- 94).

7.2. Commencement Date and implementation period:

Performance under this assignment shall commence in August 2014 and will remain effective for the period of three (3) consecutive months (as specified by the Tentative Work Plan provided for hereinunder).

7.3. Office Accommodation:

The Contractor will arrange for an office/Contractor's employees' accommodation at his/her own costs.

7.4. Equipment and Materials

Necessary equipment required for performance of assigned tasks shall be provided by Contractor.

7.5. Transportation

Contractor shall cover transportation, accommodation and subsistence costs incurred in course of performance of aforementioned tasks.

8. Requirements

8.1. General: Contractor shall be a legal entity duly incorporated in Ukraine.

8.2. Company's Competence and qualification:

- Experience in energy or environmental sector - at least 3 years;
- Experience in lighting level metering;
- Experience in the development of analytical documents/studies in energy or environmental sector is a must;
- Company shall provide a list of tested equipment and planned scope of testing for this assignment;
- At least 3 year experience in the development of technical regulation;
- Knowledge of rules and regulations relating to adaptation of new/amended standards in Ukraine
- International experience will be an advantage.

Qualification of Experts

Team leader

- Education background: technical/natural sciences;
- Experience in energy sector - at least 5 years;
- Experience associated with lighting engineering will be a significant advantage;
- Managerial experience - at least 3 years;
- Experience in environmental sector would be an advantage;
- Languages: Ukrainian, Russian, English.

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Specialist responsible for assessment of lighting characteristics

- Education background: technical/natural sciences;
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- Experience in the development of technical regulatory documents;
- Experience in environmental sector would be an advantage;
- Languages: Ukrainian/Russian and English as an advantage

8.3. Management

Contractor shall be responsible to ensure: timely performance hereunder; logistics; management of its human resources and expenditures related hereto, as well as the quality of works in close consultation with UNDP.

The contracting agency will, through its duly authorized representative (Team Leader), work closely with UNDP Project Manager in Ukraine for the purposes of the Project implementation.

Work-progress reporting/monitoring meeting will be held with the Contractor on monthly basis; however, UNDP may at any time request information on the current status of the study. UNDP shall have final authority as for acceptance of works in terms of the quality and completeness thereof.

9. Reports

9.1. Reporting requirements:

The Contractor shall provide the Study's interim progress reports and a final report (in soft and hard copies) incorporating final recommendations in Ukrainian accompanied by author's summary in English. Interim and Final Reports shall include all results in full compliance with the Terms of Reference and in accordance with the Work Plan.

It is imperative to include into the foregoing reports the following: charts, quantitative and qualitative comments for the works carried out, as well as to update thereof and make changes thereto if necessary. The information (results) must be relevant, reliable, appropriate and objective. Final Report and Summary Report shall be executed in a manner that would require no further editing.

Use of Documents /Reports:

No reports and/or documents shall be published, circulated or distributed to any third party without prior approval of UNDP.

Tentative Work Plan

ITEM	ACTIVITY	Fulfillment period (following the signature of the contract)
1.	Final development and approval by the Project of detailed methodology and work plan	3rd Week
2.	Provision of the concept for the workshop dedicated to quality and the lighting level in residential and public buildings.	4th Week
3.	Provision of minutes of the workshop dedicated to the regulations covering the quality of the lighting level in residential and public buildings.	6th Week
4.	Provision of information-and-analytical report on basic characteristics and parameters in terms of health-safe lighting level in residential and public buildings	10th Week
5.	Provision of minutes of the public hearings held on the State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the	12th Week

	lighting level in residential and public buildings	
6.	Submission of Final Study Report and proposed State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings to the Ministry of Health	14th Week

Submission of Proposals shall be comprised in the following documents in Ukrainian, Russian or English:

- Proposal submission form;
- Declaration by Contractor and Disclosure Requirements;
- Questionnaire forms ;
- Copy documents confirming state registration of your company;
- List of similar studies to this assignment executed in the last 3 years or more and contact details (e-mails) of you clients for reference check;
- Clear presentation of the Methodology and approach and a Work Plan;
- List of personnel proposed for the assignment and their CVs as per the qualifications required in the TOR attached:
 - Team Leader
 - Key Experts
- The Price schedule

Proposed Payment Schedule

The payment to Contractor will be made in five (5) installments upon completion of the following phases:

- 20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;
- 20% of the total amount will be paid upon providing of minutes of the workshop dedicated to regulatory standards covering the level and the quality of lighting in residential and public buildings;
- 20% of the total amount will be paid upon provision of information-and-analytical report on basic characteristics and parameters in terms of health-safe lighting level in residential and public buildings;
- 20% of the total amount will be paid upon provision of minutes of the public hearings held on the State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings;
- 20% of the total amount will be paid upon submission of Final Study Report and proposed draft State Sanitary Standards and Regulations (sanitary and hygienic requirements) covering the lighting level in residential and public buildings to the Ministry of Health

Language of the Proposal

The Proposals prepared by the Contractor and all correspondence and documents relating to the Proposal exchanged by the Contractor and procuring UNDP entity shall be written in Ukrainian, Russian or English. Any printed literature furnished by the Contractor may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points obtainable
1.	Expertise of Firm / Organization	150

2.	Proposed Methodology, Plan and Approach to Implementation	300
3.	Management Structure and Key Experts	250
Total		700

Technical Proposal Evaluation		Points obtainable
Expertise of Firm / Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing - Company profile or joint venture structure, core personnel - Previous experience in working with governmental bodies, scientific institutions, international/multilateral organizations/companies and NGOs - - Reputation & proven experience in the energy or environmental sector	40
1.2	General Organizational Capability which is likely to affect implementation - Financial stability (data of balance sheet, profit and loss statement, cash flow statement, turnover) (15 points max) - professional experience (min 3 years) (3-4 years – 10 points, 5-6 years – 15 points, more than 7 years – 20 points) - experience in lighting level metering – 5 points	40
1.3	General firm experience: - previous similar works and/or projects - 5 clients/assignments – 7 points, 6-10 clients/assignments – 15 points, more than 10 clients/assignments – 20 points. - Experience in development of analytical documents/studies in energy or environmental sector (10 points). - experience in the development of technical regulation (3-4 years – 5 points, 5-6 years – 10 points, more than 7 years – 15 points); - Knowledge of rules and regulations relating to adaptation of new/amended standards in Ukraine (15 points).	60
1.4	Quality assurance procedures in place, warranty	10
Total for “Expertise of the Firm/Organization”		150

Technical Proposal Evaluation		Points obtainable
Proposed Methodology, Plan and Approach to Implementation		
2.1	Is the list of testing equipment and planned scope of testing appropriate for this assignment	100
2.2	Have the important aspects of the task been addressed in sufficient detail and is the sequence of activities logical?	50
2.3	Have a company`s proposal showed an understanding of sanitary and hygienic requirements (SanPins) in Ukraine?	70
2.4	Is the proposed workplan and methodology is suitable to the task?	80
Total for “Proposed Methodology, Plan and Approach to Implementation”		300

Management Structure and Key Experts		
3.1	Team Leader	100
		Sub-Score

- General Qualification			90	
	- Education background: technical/natural sciences (20 points)	20		
	- Experience in energy sector - at least 5 years (5-6 years – 7 points, 7-8 years – 15 points, more than 8 years – 20 points)	20		
	- Experience associated with lighting engineering (20 points)	20		
	- Managerial experience - at least 3 years (3-4 years – 5 points, 5-6 years – 7 points, more than 7 years – 15 points)	15		
	- Experience in environmental sector (15 points)	15		
- Language Qualifications (Ukrainian – 5 points, English – 5 points)			10	
			100	
3.2	Key Expert			80
			Sub-Score	
- General Qualification			75	
	Suitability for the Project			
	- Education background: technical/natural sciences (20 points)	15		
	- Experience in energy sector - at least 5 years (5-6 years – 10 points, 7-8 years – 15 points, more than 8 years – 20 points)	20		
	- Experience in the development of technical regulatory documents	20		
	- Experience in environmental sector	10		
	- Academic experience	10		
- Language Qualifications (Ukrainian, English – 5 points)			5	
			80	
3.3	Expert for assessment of lighting characteristics			70
			Sub-Score	
- General Qualification			65	
	Education background: technical/natural sciences	15		
	Experience in metering of lighting characteristics	30		
	Experience in the development of technical regulatory documents	10		
	Experience in environmental sector would be an advantage	10		

- Language Qualifications (Ukrainian and English – 5 points,s)	5	
	70	
Total for “Management Structure and Key Experts”		250

Annex 4

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.

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.

⁶ 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.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

NameSpecializationNationalityPeriod of service

.... ..

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[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:

MILESTONE⁸

AMOUNT

TARGET DATE

⁷ 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.

⁸ 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.

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

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.

⁹ 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.

¹⁰ 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.

¹¹ 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.

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

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**

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.

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

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]

¹³ 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.

¹⁴ This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of the UNDP legal status. All such changes to the General Conditions shall require consultation with OLPS/BOM.

For [INSERT NAME OF THE COMPANY/ORGANIZATION]