

### **REQUEST FOR PROPOSAL (RFP)**

All interested	DATE: August 7, 2014
	REFERENCE: RFP UKR/2014/050

Dear Sir / Madam:

We kindly request you to submit your Proposal to **conduct a Households' survey on access to utilities subsidies in Ukraine.** 

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

Proposals may be submitted on or before **23:59 (Kyiv time) Thursday, August 21, 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/2014/050" and the name of tender: Households survey on access to utilities subsidies in Ukraine

Body of the message should include: Name of the offeror

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

<u>Note</u>: if the email letters or achieve 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

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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Mr Kostyantyn Kiva Operations Manager UNDP Ukraine

#### Annex 1

## **Description of Requirements**

Project name:	Strengthening Ukraine's emerging modernization and innovation results
Brief Description of the	To conduct a households survey on access to utilities subsidies,
Required Services	producing analytical report and recommendations based of the findings
	of survey.
List and Description of	Main objective
Expected Outputs to be	
Delivered	The objective of this assignment is to identify reasons why eligible households are not claiming utilities subsidies and develop
	households are not claiming utilities subsidies and develop recommendations for improve targeting of utilities subsidies system and
	raising of the access of low income households to subsidies.
	ruising of the access of low meanic households to substates.
Person to Supervise the	
Work/Performance of the	UNDP Project Manager
Service Provider	
Frequency of Reporting	According to TOR attached
Progress Reporting	According to TOR attached
Requirements	
	☐ Exact Address
Location of work	☑ At Contractor's Location
Expected duration of work	Up to 3 months from the date of contract's signature
Target start date	September 2014
Latest completion date	November 2014
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by	The Project will not provide any facilities, equipment, support
UNDP (i.e., must be excluded	personnel, support services or logistic
from Price Proposal)	
Implementation Schedule indicating breakdown and	M Deguired
timing of activities/sub-	⊠ Required
activities	☐ Not Required
Names and curriculum vitae	
of individuals who will be	⊠ Required
involved in completing the	☐ Not Required
services	4
	☐ United States Dollars
Currency of Proposal	□ Euro
	□ Local Currency – UAH
	In case both currencies are provided in the financial proposal, UNDP
	will use USD as per August 2014 official UNORE for the evaluation
	purposes. http://treasury.un.org
Value Added Tax on Price	☐ must be inclusive of VAT and other applicable indirect taxes (VAT
Proposal	should be clearly indicated in separate line)

	☐ must be exclusive of VAT and other applicable	e indirect taxes					
	☐ 60 days	e munect taxes					
Validity Period of Proposals	⊠ 90 days						
(Counting for the last day of	□ 120 days						
submission of quotes)	•	quart the Proposer to					
, , , , , , , , , , , , , , , , , , , ,	In exceptional circumstances, UNDP may re extend the validity of the Proposal beyond	·					
	indicated in this RFP. The Proposal shall then	•					
	writing, without any modification whatsoever of						
Partial Quotes	Not permitted     Not	•					
	☐ Permitted						
Payment Terms <sup>1</sup>	Outputs/Percentage/Timing	Condition for Payment					
		Release					
	- first payment - upon satisfactory	Within thirty (30) days					
	submission of Report on	from the date of					
	Methodology (see the ToR) - 25%	meeting the following					
	- second payment- upon satisfactory	conditions:					
	submission of first draft of the Report	a) UNDP's written					
	with results of survey and	acceptance (i.e.,					
	recommendations (see the ToR) - 35	not mere receipt)					
	%	of the quality of					
		the outputs; and					
	- third payment - upon successful	b) Receipt of invoice					
	submission of the final Report with	from the Service					
	results of survey and	Provider.					
	recommendations and draft of PP						
	Presentation (see the ToR) – 25 %						
	fourth naumant upon satisfactory						
	<ul> <li>fourth payment - upon satisfactory submission of Report on conducted</li> </ul>						
	Presentation – (15%).						
	Trescritation (1970).						
Parcan(s) to ravious/increast/							
Person(s) to review/inspect/ approve outputs/completed	UNDP Project Manager						
services and authorize the	OND Trojectivianagei						
disbursement of payment							
P 7	☐ Purchase Order						
Type of Contract to be Signed	☐ Institutional Contract						
	☑ Contract for Professional Services						
	☐ Long-Term Agreement						

<sup>&</sup>lt;sup>1</sup> 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.

	Chloriting of Contract			
	☐ Other Type of Contract			
	☐ Lowest Price Quote among technically responsive offers			
Criteria for Contract Award	☐ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)			
	☑ 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.			
	Technical Proposal (70%)			
Criteria for the Assessment of Proposal	<ul> <li>✓ Expertise of Firm / Organization submitting Proposal 30%</li> <li>✓ Personnel 25%</li> </ul>			
	☑ Previous reports 15%			
	✓ Proposed Methodology and time-schedule of works 30%  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	☑ One and only one Service Provider			
to:	☐ One or more Service Providers, depending on the following factors :			
	☑ Form for Submission of Proposal (Annex 2)			
Annexes to this RFP	☐ 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/			
	☑ Detailed TOR and Evaluation Criteria (Annex 3)			
	☑ Contract for professional services template (Annex 4)			
Contact Person for Inquiries	Procurement Unit UNDP Ukraine			
(Written inquiries only) <sup>2</sup>	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	<ul> <li>☑ Dully filled in and Signed Form for Submission of Proposal (Annex 2)</li> <li>☑ Business Licenses (Copies of State/Tax registration documents) and</li> </ul>			
	other Certificates (if any)			
	☐ Financial statements (Copies of income/balance statements for last 2			
	years or Audited statements)			
	☐ CVs of proposed team members ☐ CVs of proposed team members			
	☑ Copies of analytical reports (not less than two), prepared earlier on similar subjects (electronic copy possible)			
	☑ Example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2012-2014 (optional)			

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<sup>&</sup>lt;sup>2</sup> 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 Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirement/s: 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: a) Properly registered company/organization;

b) At least 5 years of working experience.

information

http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/; For the information, please contact procurement.ua@undp.org

available

Other

#### Annex 2

#### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL3

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)

[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 RFPUKR/2014/50 dated 8/7/2014, 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						
Contact person phone						
Company/Organization's core activities						

<sup>&</sup>lt;sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>4</sup> 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
Pusinoss Liconsos — Pogistration	EDRPOU, ID tax number
Business Licenses – Registration Papers, Tax Payment Certification, etc	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 if any.
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.
- 2. A list and short summary of similar surveys completed during past three years, at least two examples of similar analytical reports completed and at least one example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2012-2014;
- 3. Proposed methodology and approach to carry out a survey.
- 4. Project implementation plan
- 5. CVs of project team, including the information about past professional experience in similar projects / surveys / initiatives

#### 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.;
- 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. At least:

Team Leader/Specialist in social surveys design

Specialist in carrying out a public opinion

Specialist in utilities subsidies

# Parts D – E should be included to the financial proposal in password protected separate archive!!! Please do not provide the password until official request from Procurement Unit arrives.

#### D. Cost Breakdown per Deliverable\*

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

<sup>\*</sup>This shall be the basis of the payment tranches

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

Description of Activity	Unit of	Total Period of	Price per unit,	Total cost,
	measurement	Engagement/Qu	UAH excl. VAT	excl. VAT
		antity		
Development of methodology and				
research tools				
Implementation of field stage of				
survey				
Developing report and its				
presentation at a meeting of				
representatives of UNDP, MSP,				
researchers etc.				
Transport expenses				
General management costs				
Administrative expenses				
OTHER				
Indicate detailed breakdown here				
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**

**Project Title:** Strengthening Ukraine's emerging modernization and innovation results

Services required: To conduct a households' survey on access to utilities' subsidies

**Category:** Professional Consulting Services

**Duration of the service:** 3 months

**Expected travel:** selected regions in Ukraine

Administrative arrangements: The Project will not provide any facilities, equipment, support personnel, support

services or logistic. All travel costs should also be included into financial proposal.

#### 1. BACKGROUND

In the context of a sharp increase of utilities tariffs and the negative impact that such increase will have on low income households, the Ministry of Social Policy of Ukraine (MSP) is concerned that assistance should be fully targeted to these households. According to MSP data 20-25 % of all households in Ukraine are poor but only 15 % percentage of these poor households are claiming for subsidies. 98% of those households, who apply for subsidies, receive them. In 2014 this represents around 1,100,000 families. Following the increase in gas prices and tariffs for heat stating from July 1, 2014 the number of families who are eligible to receive state support for utility services will increase. It is thus important to improve the targeting of this assistance to poor households.

The MSP has requested UNDP to help identify through a sociological survey the reasons why eligible households are, in previous periods and currently, not claiming assistance/ subsidies and what necessary measures should be introduced for facilitating access of low income households to these subsidies.

According to MSP, the possible reasons of why families do not apply for subsidies may include:

- unawareness on the possibility to apply for subsidies (especially in rural areas);
- small size of the subsidies, which can be claimed;
- families are not eligible to apply due to the fact that they live in rented accommodations;
- some families, although categorized as poor, have undeclared incomes.

The purpose of the survey is to verify these reasons, as well as identifying other possible causes.

UNDP is planning to contract a company to conduct the above-mentioned survey and based on its results to develop a number of policy recommendations. The results of the survey and recommendations will be used by the Ministry to introduce necessary changes to the relevant legislative, regulatory and information frameworks.

#### 2. OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to identify reasons why eligible households are not claiming utilities subsidies and develop recommendations for improve targeting of utilities subsidies system and raising of the access of low income households to subsidies.

#### 3. DESCRIPTION OF RESPONSIBILITIES / SCOPE OF WORK

3.1. Prepare detailed Methodology of the survey:

Discuss goals of the survey and methodology with UNDP and MSP representatives.

Prepare a methodology of the survey with detailed research methods, sample, tools (questionnaire) and time-table of proposed field work. It is expected that the collection of information will be based on the combination of analysis of statistical data and structured interviews of households. The representative sample, not less than 1000 households, should be based on the representatives of two quintiles of the poorest households, eligible but not claiming assistance/ subsidies, be representative in terms of geography: south-west-east-center regions of Ukraine; city – village. The sample should allow comparing characteristics of south-west-east-north regions of the Ukraine. At least 1 oblast from each region and at least 2 towns and 2 villages from each oblast should be selected. The towns and villages should be selected among the poorest ones with relatively smaller percentage households claiming assistance/ subsidies. The sample should include households with children, households composed of elderly persons, households with persons with disabilities.

The final version of the Methodology, including tools of the survey, and a list selecting oblasts/towns/villages should be approved by UNDP and MSP representatives

- 3.2. Conduct the survey in selected regions.
- 3.3. Prepare an analytical report with survey results. The survey and report should be designed to contain:
  - Executive summary (2-3 pages) of the Report on Ukrainian and English languages;
  - Structure and description of households (number, composition on age and gender, disability status, ethnic origin, registration presence, education, employment, household resources, income, expenditures and real consumption, housing conditions, deprivation, savings, self-assessment and well-being, etc.);
  - List of reasons with detail explanations on the reasons for eligible households not to claim utilities subsidies, with a detailed breakdown per regions and types/ composition of households;
  - Main conclusions and recommendations with regard to changes needed, areas that need immediate attention and intervention;
  - Annexes (e.g. survey forms, interview guides/ questionnaires, time-table of interviews, lists of interview participants, Excel database etc.). Filled-in questionnaires should be submitted with the Report.

Detail report's structure and draft report should be agreed with UNDP and MSP representatives.

4. Conduct a presentation of survey results at a meeting of representatives of UNDP, MSP, researchers etc. The presentations should cover methodology, assessment results, main findings of the survey and recommendations. It should be prepared in Power Point format and agreed with UNDP representative.

#### 4. DELIVERABLES

All deliverables are to be prepared in Ukrainian except the Executive summary (2-3 pages) of the Report which should also be in English.

- 1. Report on the Methodology to be applied.
- 2. Structure of the Report with survey results.
- 3. Report with survey results including Excel database and attached fill-on questionnaires.
- 4. PowerPoint presentation.

The Contractor will perform work in the period September to November 2014 in the following manner.

#### Tentative Schedule of the assessment:

Activity	Timeframe
Discussion of goals of the survey and methodology with UNDP and MSP	Not later than 14 days after signing the
representatives. Development of the Methodology. Preparation of	contract
Report on Methodology. Submission for clearance by UNDP and MSP	
representatives	
Conduct the survey in selected regions	21 days from the date of approving the
	finalized methodology
Submit drafts of Reports' structure	5 days from the date of completing a field
	survey
Preparation of the first draft of the Report and submission for clearance	14 days from the date of completing a field
by UNDP and MSP representatives.	survey
Finalization of the Report and submission to UNDP. Preparation of the	5 days from the date of approving the draft
PP Presentation of the results and submission for clearance by UNDP.	of the Report
Conducting of the presentation and submission of the Report on the	5 days from the date of submission of the
presentation	final Report, preliminary till end of October
	2014

#### Copyright

All information and products produced by Contractor under this project will remain property of the UNDP.

#### 5. MONITORING/REPORTING REQUIREMENTS

The Contractor will work under the supervision of the appointed UNDP representative. Contractor has to consult with UNDP on all the steps of the process and proceed to the next step only upon obtaining an approval on the accomplished step.

The Organization should arrange its activities based on a principle of constructive co-operation. It is mandatory to take into account all proposals of the UNDP representative.

An electronic and paper version of the reports should be prepared and submitted for clearance by UNDP representative no later than abovementioned fixed dates.

#### **UNDP** requirements to analytical reports

It is mandatory for a report structure to include: a cover page, table of contents, glossary of terms, introduction, executive summary, text of the report (analysis of survey results), conclusion, recommendations, annexes. Annexes should be duly numbered, all tables and figures should contain references to sources and be numbered; there should be references to them in the text of the report. The report should contain a bibliography and list of Web-resources, if relevant. The final report should take into account UNDP analytical standards and standards for writing reports. The report format (layout, text borders, format of charts and tables, format of titles, subtitles and main text, etc.) should provide for a convenient reading of the document and be in line with basic requirements to design (aesthetics) of such kind of documents. The Report should be logical and understandable and have a limited number of specialized terms. The Report should also have a clear structure and be broken into sections (subsections).

The survey shall be carried out objectively without consideration of interests of any parties. All points of view as regards the events and processes shall be provided and compared.

The Organization shall provide the report in the electronic form (\*.doc format, initial materials and annexes \*.doc, \*.xls formats).

#### **6. MANAGEMENT ARRANGEMENTS**

The Contractor shall be responsible for managing the process of the task, its human resources, logistics and expenditures related with the tasks in terms of time and adequacy.

#### 7. PROPOSED PAYMENT SCHEDULE

Payment will be made in 4 tranches according to the following payment schedule:

- first payment upon satisfactory submission of Report on Methodology (25%),
- second payment- upon satisfactory submission of first draft of the Report with results of survey and recommendations- (35 %)
- third payment upon successful submission of the final Report with results of survey and recommendations and draft of PP Presentation (25 %),
- fourth payment upon satisfactory submission of Report on conducted Presentation (15%).

#### 8. APPLICATION REQUIREMENTS:

UNDP Ukraine is inviting institutions and organizations interested in and capable of performing this assignment, to participate in the competition and submit an application, specifying the following information:

- 1. General information on Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses;
- 2. General description of Organization resources and capacities (information should not exceed 2 pages), including date of establishment, information about activities of the organization, professional expertise, experience, number of employees;
- 3. Description of research processes, and methodologies (objectives, tasks, activities, methodology, prospective results, mechanisms of evaluation of the research validity, detailed time-schedule of works, number of employees planned to be involved in researches, their functions and CVs; name of the appointed Team Leader, Team Leader's CV);
- 4. Detailed budget of the proposal (PLEASE NOTE: the project does not cover procurement of office equipment);
- 5. Brief description of previous surveys carried out by the Organization (list);
- 6. Copies of analytical reports (not less than two), prepared earlier on similar subjects (it is allowed to provide an electronic copy instead of a hard one);
- 7. Example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2012-2014.

The application should be signed by the Manager of the organization and have a stamp applied to it.

#### 9. EXPERIENCE AND QUALIFICATIONS REQUIREMENTS, SELECTION CRITERIA

# 1. MANDATORY EXPERIENCE AND QUALIFICATIONS REQUIREMENTS (ELIGIBILITY CRITERIA) TO CONTRACTOR

#### 9.1 General requirements

- a. The Company / Organization should be officially registered in Ukraine;
- b. At least five years of experience of carrying out research and producing analytical papers;
- c. Experience of conducting surveys on utilities subsidies, benefits, privileges, households income issues will be an asset;

- d. Availability of human resources to ensure high-quality and timely completion of the assignment. Availability of the network of interviewers for carrying out a field work will be an asset.
- e. Experience in working with national/regional authorities will be an asset.
- f. Experience in working with the support of international organizations and donor agencies will be an asset.

#### 9.2 Requirements to the qualification of experts

**Team Leader/Specialist in social surveys design** - higher education (Master, Specialist degree or equivalent) in Social studies, at least five years of professional experience in social surveys design, <u>including sample design</u>, work experience of producing analytical products, fluency in Ukrainian. At least three years of professional experience of team leading\ management of researches.

Specialist in carrying out a public opinion poll – higher education (Master, Specialist degree or equivalent) in Social studies, at least five years of professional experience in holding social surveys, experience of coordination of field stage of social polls, fluency in Ukrainian\Russian.

**Specialist in utilities subsidies** – higher education (Master, Specialist degree or equivalent) in Economics, Law, Public Administration, Social, Political or other relevant sciences, at least five years of professional experience of producing analytical materials on utilities subsidies, social assistance\benefits, privileges, fluency in Ukrainian.

#### Selection criteria

- 1. Experience of Organization;
- 2. Available human resources (experts, specialists) that will ensure a due quality and timely implementation of the tasks;
- 3. Previous reports;
- 4. Proposed Methodology and time schedule of works.

It will be considered an advantage if the offeror presents evidence of the expertise in households survey.

Experience of cooperating with national and regional authorities as well as international organizations will be considered a strong advantage.

#### **Evaluation criteria**

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

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

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

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

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

#### **Technical evaluation criteria**

Summary	of Technical Proposal Evaluation	Score	Max Points	Compa	any / Oth	er Entity	
Form		Weight	obtainable	Α	В	С	D
1.	Organizational capability	30%	210				
2.	Personnel	25%	175				
3.	Previous reports	15%	105				
4.	Proposed Methodology and time schedule of works	30%	210				
	Total	100%	700				

The forms for evaluation of Technical Proposals are provided below. The number of points that can be won for each evaluated criterion indicates a relative significance or weight of a criterion in the general evaluation process. Forms for evaluation of Technical Proposals:

Form 1: Experience of Organization;

Form 2: Availability of human resources (experts, specialists) that will ensure a due quality and timely implementation of the order;

Form 3: Previous reports;

Form 4: Proposed Methodology and time schedule of works.

#### **Technical Proposal Evaluation Form 1**

Organizational capability		Points	Company / Other Entity			
Orga	пізаціонаї саравінту	obtainable	Α	В	С	D
1.1	General organizational capability and reputation (including the Organization profile, size, projects completed, number of employees availability, the network of interviewers, financial sustainability)	100				
1.2	Relevant experience: thematic similarity of research/public opinion polls/reports prepared with an assignment subject (utilities subsidies, benefits, privileges, households income) (10 pts 1 items; 20 pts2 items; 30 pts 3 items; 40 pts 4 items; 50 pts 5 items, 60 pts 6 items, 80 - 7 items and more)	80				
1.3	Experience in working with national/ regional authorities and international organizations (10 pts national authorities; 10 pts regional authorities; 10 pts international organizations)	30				
	Total Form 1	210				

#### **Technical Proposal Evaluation Form 2**

Availa	ble human resources that will ensure a due quality and	Points	Compa	ny / O	ther E	ntity
timely	implementation of the tasks	obtainable	Α	В	С	D
2.1	Team Leader/Specialist in social surveys design	75				
2.1.1	Higher education (Master, Specialist degree or equivalent) in Social studies	10				
2.1.2	At least five years of professional experience in social surveys design, including sample design	20				
2.1.3	Work experience of producing analytical products	20				
2.1.4	At least three years of professional experience of team leading\ management of researches	15				
2.1.5	Fluency in Ukrainian	10				
2.2.	Specialist in carrying out a public opinion poll	50				
2.2.1	Higher education (Master, Specialist degree or equivalent) in Social studies	10				
2.2.2	At least five years of professional experience in holding social surveys and coordination of field stage of social polls	30				
2.2.3	Fluency in Ukrainian\Russian.	10				
2.3.	Specialist in utilities subsidies	50				
2.3.1	Higher education (Master, Specialist degree or equivalent) in Economics, Law, Public Administration, Social, Political or other relevant sciences	10				
2.3.2	At least five years of professional experience of producing analytical materials on utilities subsidies, social assistance\benefits, privileges	30				
2.3.3	Fluency in Ukrainian	10				
	Total Form 2	175				

#### **Technical Proposal Evaluation Form 3**

Quality of availance years to		Points	Company/Other Entity			
Quai	Quality of previous reports		Α	В	С	D
3.1	Clear presentation of results	40				
3.2	Quality of analysis	40				
3.3	Design / relevance of the visualization means	25				
	Total Form 4	105				

#### **Technical Proposal Evaluation Form 4**

Quality of proposed Methodology and time-schedule of works		Points	Company/Other Entity			
		Obtainable	Α	В	С	D
4.1	To what degree does the Offeror understand the goals of the Assessment and have the important aspects of the task been addressed in sufficient detail?	60				
4.2	Will suggested Methodology allow receive the comprehensive Assessment results? Is the Methodology appropriate for the task?	80				
4.3	Is the proposed schedule of implementation adequate to the assignment?	40				

4.4	Are coordination and management arrangements adequate to the proposed assignment?	30		
	Total Form 4	210		

Α	n	n	ex	4
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	Model Contract for Professional Consulting Services
	between UNDP and a Company or other entity <sup>5</sup>
Date _	
Dear S	ir/Madam,
Ref.: _	/ [INSERT PROJECT NUMBER AND TITLEOR OTHER REFERENCE]
[comp COUN [INSER	nited Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your any/organization/institution], duly incorporated under the Laws of [INSERT NAME OF THE TRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of IT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with lowing Contract:
1. <u>Cont</u>	ract 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 [refdated], attached hereto as Annex II;
	c) the Contractor's technical proposal [ref, dated], as clarified by the agreed minutes of the negotiation meeting <sup>6</sup> [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:

<sup>&</sup>lt;sup>5</sup>This 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.

<sup>&</sup>lt;sup>6</sup> 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.

	NameSpecializationNation	nalityPeriod of servi	<u>ice</u>					
2.3	Any changes in the	e above key	personnel shall [NAME and TITLE],	•	prior	written	approval	of
2.4	The Contractor shall also pand satisfactory performa			support nee	eded in	order to er	nsure the tin	nely
2.5	The Contractor shall subm	it to UNDP the deli	verables specified h	ereunder ac	cording	to the follo	owing sched	ule:
	[LIST DELIVERABLES]		[INDICATE DELIVE	RY DATES]				
	e.g.							
	Progress report		//					
	Final report		//					
2.6 2.7 Th	All reports shall be writter Contract during the period [MAIL, COURI e Contractor represents an	d of time covered ir ER AND/OR FAX] t	such report. All report of the address speci-	oorts shall be fied in 9.1 be	transmelow.	nitted by th	e Contracto	r by
of enter	ing into this Contract, as with the highest indust	well as the quality	of the deliverables		-			
		ОРТІО	N 1 (FIXED PRICE)					
3.	Price and Payment <sup>7</sup>							
3.1	In full consideration for the shall pay the Contractor a <b>WORDS</b> ].	•						
3.2	The price of this Contract or the actual costs incurre	-			-	ce or curre	ncy fluctuati	ons
3.3	Payments effected by Ul obligations under this Con							
3.4	UNDP shall effect payme Contractor to the address the following amounts:		•	-			-	
	MILESTONE <sup>8</sup>	<u>AMOUNT</u>	TARGET I	<u>DATE</u>				
	Upon	•••••	.//					
	Invoices shall indicate the	milestones achieve	ed and correspondir	ng amount pa	ayable.			

 $<sup>^{7}</sup>$  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.

<sup>&</sup>lt;sup>8</sup> 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.

#### **OPTION 2 (COST REIMBURSEMENT)**

	0. 110.11 <u>1</u> (000. 112111)
3.	Price and payment <sup>9</sup>
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]. <sup>10</sup>
	Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices ed 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 own of Costs.
4.	Special conditions <sup>11</sup>
4.1 UNDF	The responsibility for the safety and security of the Contractor and its personnel and property, and of P's property in the Contractor's custody, rests with the Contractor.
4.1.1.	. <u>Security</u>
	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;
	rsion of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not o estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract

<sup>&</sup>lt;sup>10</sup> 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.

<sup>&</sup>lt;sup>11</sup> 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.

- (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 <a href="http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm">http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm</a>. This provision must be included in all subcontracts 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.<sup>12</sup>
- 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.<sup>13</sup>

<sup>&</sup>lt;sup>12</sup>This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

<sup>&</sup>lt;sup>13</sup> 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.

1.6	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.
ô.	Time and manner of payment
5.1	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.
5.2	All payments shall be made by UNDP to the following Bank account of the Contractor:
[NA	ME 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.
3.	<u>Modifications</u>
	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.
Э.	<u>Notifications</u>
	For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:
or t	the UNDP:
	[INSERT CONTRACT REFERENCE & NUMBER]
or t	the Contractor:
INSI	ERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]
Docu	e above terms and conditions meet with your agreement as they are typed in this letter and in the Contract uments, please initial every page of this letter and its attachments and return to this office one original of this tract, duly signed and dated.
our/	rs sincerely,
[INS	SERT NAME AND TITLE]
or [	INSERT NAME OF THE COMPANY/ORGANIZATION]

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.