



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: August 28, 2014
	REFERENCE: RFP UKR/2014/054

Dear Sir / Madam:

We kindly request you to submit your Proposal to **conduct a small scale survey on performance of vouchers system 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, September 11, 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/2014/054”** and the name of tender: **Small scale survey on performance of vouchers system in Ukraine**

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 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

you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Mr Kostyantyn Kiva
Operations Manager
UNDP Ukraine*

Annex 1

Description of Requirements

Project name:	Strengthening Ukraine's emerging modernization and innovation results
Brief Description of the Required Services	To conduct a small scale survey on performance of vouchers system in Ukraine
The overall objective	The objective of this assignment is to identify problem issues of the existing vouchers system in Ukraine for consequent design a concept or action plan on improving this system
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 2 months from the date of contract's signature
Target start date	September - October 2014
Latest completion date	November 2014
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The 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 - advised <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 September 2014 official UNORE for the evaluation purposes. 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
	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days

Validity Period of Proposals (Counting for the last day of submission of quotes)	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 total amount is to be paid after approved of the Report on the Methodology;</td> <td rowspan="3"> 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>60% of total amount is to be paid after submission of the draft Analytical Report;</td> </tr> <tr> <td>20% of total amount is to be paid after the submission of final Analytical Report and presentation of results of survey at the round table (deliverable 5-6) (see item 3 of the ToR).</td> </tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	20% of total amount is to be paid after approved of the Report on the Methodology;	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.	60% of total amount is to be paid after submission of the draft Analytical Report;	20% of total amount is to be paid after the submission of final Analytical Report and presentation of results of survey at the round table (deliverable 5-6) (see item 3 of the ToR).	
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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							
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.							
Criteria for the Assessment of Proposal	Technical Proposal (70%) <input checked="" type="checkbox"/> Expertise of Firm / Organization submitting Proposal 30% <input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan 35% <input checked="" type="checkbox"/> Key Personnel 35% Financial Proposal (30%)							

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.

	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> <i>procurement.ua@undp.org</i> 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"/> Financial statements (Copies of income/balance statements for last 2 years or Audited statements) <input checked="" type="checkbox"/> CVs of proposed team members <input checked="" type="checkbox"/> Copies of analytical reports (not less than two), prepared earlier on similar subjects (Links are accepted);
Other Information Related to the RFP	<u>Administrative Requirements:</u> 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. Other information is available on http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/ ; For the information , please contact procurement.ua@undp.org

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.

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 RFPUKR/2014/54 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; Brief description of previous surveys carried out by the Organization (list);
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters <i>if any</i> .
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Yes/No (Please choose)
Other relevant information	

B. Proposed Methodology for the Completion of Services

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

Please indicate:

- 1. 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;*
- 3. Proposed methodology and approach to carry out a survey.*
- 4. Project implementation plan*
- 5. CVs of project team with functions, 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:

Labour market / Vocational training expert

Team leader/ Expert in survey

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 <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 but please stick to these categories]:

Description of Activity	Unit of measurement	Total Period of Engagement/Quantity	Price per unit, UAH/USD excl. VAT	Total cost UAH/USD, excl. VAT
Expert 1				
Expert 2...				
Travel				
Local office cost (if any)				
General management costs				
Administrative expenses				
OTHER				
<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

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

Services required: To conduct a small scale survey on performance of vouchers system in Ukraine

Country: Ukraine

Expected travel: 3 selected regions in Ukraine

Starting date: September-October 2014

Duration of assignment/or end date (if applicable): 2 months

Administrative arrangements: UNDP Ukraine will not provide any office or equipment for carrying out a survey.

1. BACKGROUND

Lifelong learning and vocational training play important economic and social roles. Acquiring and continuously updating and upgrading skills and competences is considered a prerequisite for the personal development of all citizens and for participation in all aspects of society. The main reasons for adult learning are to do a better job and improve career prospects.

This is especially true for people of 45+ years old, whose low level of competitiveness on the labour market is explained usually by out-dated knowledge and skills. Currently in Ukraine this generations are people who have been educated (both general and professional) in Soviet times. Vocational education establishments are, generally, not focused on the requalification of this particular labour force group, as their primary function is to train young people in a given profession. By the results of a sample survey of enterprises “Wage by gender, age, education and occupational group”, conducted in 2013 by the State Statistics Service of Ukraine, 45 years is a turning point in the age profile of wages, after which the curve goes down.

The new Law on Employment approved last year envisaged innovative approaches to providing employment services to the population of Ukraine, including, among others, issuing vouchers for retraining, specialization, or up-qualification of people of 45+ years old. The implementation of the Vouchers System is the responsibility of the State Employment Center (SEC); the vouchers are financed by the social fund on unemployment insurance. In 2013, 20.4 thousand people (of these 8.7 thousand women) received a voucher for retraining, specialization, or up-qualification, the costs for this item amounted to UAH 33.6 million.

At present, SEC faces difficulties with the introduction of this instrument as 1. vouchers are not matched with targeted and flexible, short-term programs for training/retraining for this particular age group; 2. the link between vocational training and job opportunities is missing 3. generally, the lack of coordination/interaction between SEC, Ministry of Education, educational institutions constraints the design and implementation of training and requalification programmes meeting the changing needs of the labour market.

SEC have approached UNDP with the request to carry out a review of the effectiveness and efficiency of the Vouchers System and to identify, on the basis of European best practices, measures/approaches to improve the targeting and effectiveness of this system for people of 45+. In the context of this Rapid Assessment, possible gender discrimination issues should also be reviewed and analyzed, and recommendations provided to eliminate this bias.

The goal of the intervention is to support the State Employment Services of Ukraine in designing a concept or action plan on improving the Training Vouchers system. The concept or action plan will be develop based on the results of a Rapid Assessment of the Training Vouchers system and of an analysis of best

practices of vouchers system in Europe. The Rapid Assessment will include an effectiveness and impact analysis of the vouchers system in targeting people of 45+, but will also pay particular attention to the possible gender discrimination issues arising from its implementation.

2. OBJECTIVE OF THE ASSIGNMENT

The objective of this assignment is to identify problem issues of the existing vouchers system in Ukraine for consequent design a concept or action plan on improving this system.

3. SCOPE OF WORKS

Before the assignment commencement, the Contractor has to familiarize with Report of the National Consultant for Rapid Assessment of the Vouchers System in Ukraine.

3.1. Preparation of the detailed Methodology of the survey

- Discuss goals of the survey and methodology with the National Consultant for Rapid Assessment of the Vouchers System in Ukraine and UNDP representatives.
- Prepare a methodology of the survey with detailed research methods, samples, tools (questioners) and schedule 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 vouchers recipients, potential vouchers recipients, and representatives of local employment services.

As expected the survey will take place in three oblasts of Ukraine. In each oblast one rayon and one town will be selected by the SEC based on statistics on number of voucher recipients. The rayons and towns should be selected among ones with relatively high and small percentages of vouchers recipients.

The sample of voucher recipients must include not less than 60 persons and allow comparing them by gender and educational level. Interviews with vouchers recipients should cover following issues: motivation of receiving voucher, problems and obstacles at different stages of receiving vouchers and application them in educational institutions, impact on the future employment. Also not less than 60 potential vouchers recipients (selected from clients of employment centers) must be interviewed on awareness on vouchers system, willingness to receive a voucher or reasons of unwillingness.

The sample of representatives of local employment centres should include not less than 12 persons (4 per each oblast). Interviews with them must cover the following issues: awareness on vouchers system; reasons why people refuse to take vouchers; reasons why people not applied of received vouchers; readiness of educational institutions to train people of 45+ years old; problem issues in implementation of the voucher system.

The final version of the Methodology, including tools of the survey should be cleared by the National Consultant for Rapid Assessment and approved by UNDP.

3.2. Conducting the survey in selected regions in accordance with approved methodology.

3.3. Preparation of the Analytical Report with survey results

The report (not more than 50 pages) should contain:

1. Executive summary (2-3 pages);
 2. Results of the survey;
 3. Conclusions and recommendations;
 4. Annexes (short descriptions of the methodology of survey e.g. survey forms, interview guides/ questionnaires; structure and description of respondents including social and demographic characteristics of vouchers recipients (gender, age, educational level, labour market status); time-table of interviews, lists of interview participants, Excel database, etc.).
- Completed questionnaires should be submitted with the Report.

Detail report's structure and draft report should be agreed with the National Consultant for Rapid Assessment of the Vouchers System in Ukraine and representatives of UNDP.

3.4. Conducting the presentation of survey results at a meeting/ round table with representatives of UNDP, SEC, researchers etc. The presentations should cover methodology, main findings of the survey and recommendations. It should be prepared in Power Point format and agreed with representative of UNDP.

4. DELIVERABLES AND TIMELINE

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.
2. Analytical Report with survey results including Excel database and attached completed questionnaires.
3. PowerPoint presentation.

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

Tentative Schedule of the assessment:

Activity	Timeframe
Discussion of goals of the survey and methodology with the National Consultant for Rapid Assessment of the Vouchers System in Ukraine, UNDP, SEC representatives. Development of the Methodology. Preparation of Report on Methodology	<i>Not later than 10 days after signing the contract</i>
Conduct the survey in selected regions	<i>21 days from the date of approving the finalized methodology</i>
Preparation of the first draft Analytical Report and submission for clearance to UNDP and SEC representatives	<i>10 days from the date of completing a field survey</i>
Finalization of the Analytical Report and submission to UNDP. Preparation of the Power Point Presentation of the results and submission for clearance to UNDP	<i>5 days from the date of approving the draft of the Report</i>

Conducting of the presentation	<i>preliminary till end of October 2014</i>
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The timelines for completion of particular objectives are indicative and may be re-negotiated by the Contractor, National Consultant and 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).

Copyright

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

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.

EXPERIENCE AND QUALIFICATIONS REQUIREMENTS. SELECTION CRITERIA

General requirements

- The Company / Organization should be registered in Ukraine;
- At least five years of experience of carrying out analytical research and producing analytical papers.
- Experience of conducting surveys on labour market or vocational training issues will be an asset.

- d. Availability of human resources to ensure high-quality and timely completion of the assignment. Availability at least of two experts and the network of interviewers for carrying out a field work will be an asset.
- e. Experience of providing services for international organizations should be an additional advantage.

Requirements to the qualification of experts

- **Labour market / Vocational training expert** – higher education (Master, Specialist degree) in Social, Economic, Political studies, Law, etc. at least five years of professional experience of conducting social surveys and producing analytical materials on labour market or vocational training issues, deep understanding of labour market issues, fluency in Ukrainian.
- **Team leader/ Expert in survey** – higher education (Master, Specialist degree or equivalent) in Sociology or Economic studies or relevant, at least three years of professional experience in holding social surveys, experience of coordination of field stage of social polls, work experience of producing analytical products, fluency in Ukrainian. Experience of team leading\ management of researches.

Technical evaluation criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
1	Expertise of Company / Organization that submits a Proposal	30%	210				
2	Proposed Methodology, Approach and Implementation Plan	35%	245				
3	Key Personnel	35%	245				
	Total	100%	700				
	Notes						

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

Form 1. Expertise of Company / Organization that submits a Proposal

Form 2. Proposed Methodology, Approach and Implementation Plan

Form 3. Key Personnel

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Organization		
			A	B	C
Expertise of Company / Organization that submits a Proposal					
1.1	Reputation of Organization and staff (competence / relevant experience in the area of carrying out pan-Ukrainian comprehensive surveys): <div><div>- Company profile</div><div>- Projects completed</div><div>- Financial sustainability</div></div>	50			

1.2	General organizational capability (including the size of Company / Organization, performance in project management, availability of the network of interviewers)	50			
1.3	Availability of relevant experience on conducting comprehensive surveys or working with the respective issue (labour market, vocational trainings)	60			
1.4	Quality ⁵ of analytical report produced on the basis of previous surveys (an example should be provided in the Proposal)	50			
Total for Form 1		210			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Organization		
			A	B	C
Proposed Methodology, Approach and Implementation Plan					
2.1	Relevance of the technical proposal to the objectives and tasks of the ToR	100			
2.2	Is the approach and research methodology adequate with regard to the scope and particularities of the objective?	100			
2.3	Does the proposed implementation plan correspond to deadlines established by the ToR?	25			
2.4	Are the approach and implementation plan presented in clear and consistent manner?	20			
	Total for Form 2	245			

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Organization		
			A	B	C
Key Personnel					
	Labour market / Vocational training expert				
3.1	At least five years of professional experience of conducting social surveys and/or producing analytical materials on labour market or vocational training issues	60			
3.2	Higher education (Master, Specialist degree) in the respective field	20			
3.3	Fluency in Ukrainian	20			
Sub-total for items 3.1 – 3.3		100			
	Team-Leader – Expert in survey				
3.4	At least three years of professional experience in holding social surveys	30			
3.5	At least three years of professional experience in coordination of field stage of social polls	30			

⁵ Evaluation of the quality of report will be based on the following criteria: clarity and consistence of the information (35 points), relevance of the visualization means (15points).

	Experience of producing analytical products (not less 2 products)	25			
3.6	At least three years of experience in team leading\ management of researches (provided that this person will function as a Project manager)	20			
3.7	Higher education (Master, Specialist degree) in the respective field	20			
3.8	Fluency in Ukrainian	20			
Sub-total for items 3.4 – 3.8		145			

Annex 4

Model Contract for Professional Consulting Services between UNDP and a Company or other entity⁶

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 meeting⁷[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.

⁶This 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.

⁷ 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 Payment⁸

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:

⁸ 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.

<u>MILESTONE</u> ⁹	<u>AMOUNT</u>	<u>TARGET DATE</u>
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Upon...../../....
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Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment¹⁰

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]**.¹¹

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.

⁹ 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.

¹⁰ 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.

¹¹ 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.

4. Special conditions¹²

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

4.1.1. Security

The Contractor shall:

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

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

4.2 Audits and Investigations

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

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

4.3 Anti-terrorism

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.

¹² 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.

4.4 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.¹³

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.¹⁴

4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁵

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:

¹³ 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.

¹⁴ 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.

¹⁵ 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.

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

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

Yours sincerely,

[INSERT NAME AND TITLE]

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