



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: October 15, 2014
	REFERENCE: RFP UKR/2014/045

Dear Sir / Madam:

We kindly request you to submit your Proposal to ***New regulations in order to improve the Ukraine's consumers' rights for power supply***

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) Sunday, November 02, 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/2014/045”** and the name of tender: **“New regulations in order to improve the Ukraine’s consumers’ rights for power supply”**

Body of the message should include: **Name of the offeror**

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

Note: if the email letters or archive files are not marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP’s re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

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

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

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

Thank you and we look forward to receiving your Proposal.



Sincerely yours,

Mr. Kostyantyn Kiva
Operations Manager
10/15/2014

Annex 1

Description of Requirements

Context of the Requirement. Project name:	Transforming the Market for Efficient Lighting
Brief Description of the Required Services	New regulations in order to improve the Ukraine's consumers' rights for power supply
List and Description of Expected Outputs to be Delivered	Overall objective The objective of this task is comprehensive study of Ukrainian legislation and regulations in the field of electrical power production, transferring and supply, development of recommendations and draft regulations, taking into account the best international practices, which will help to improve the situation in this field, consumers rights regarding power supply quality in Ukraine and lead to successful implementation of project of energy efficient lighting.
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager
Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	<input type="checkbox"/> Exact Address <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	up to 3 months
Target start date	November 2014
Latest completion date	January 2015
Travels Expected	n/a
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The Project will not provide any facilities, equipment, support personnel, support services or logistic
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars- <i>Proffered due possible fluctuation of national currency</i> <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency – UAH In case both currencies are provided in the financial proposal, UNDP will use USD as per November 2014 official UNORE for the evaluation purposes. See details at http://treasury.un.org

Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line) <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes									
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.									
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted -									
Payment Terms ¹	<table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;</td> <td rowspan="5"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>20% will be paid upon providing of minutes of the workshop dedicated to electrical power quality supplied to consumers.;</td> </tr> <tr> <td>20% will be paid upon provision of information-and-analytical report on Ukrainian and international legislation on power supply quality;</td> </tr> <tr> <td>20% will be paid upon provision of minutes of the public hearings held on the draft regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality;</td> </tr> <tr> <td>20% will be paid upon submission of Final Study Report and proposed regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations</td> </tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	20% will be paid upon providing of minutes of the workshop dedicated to electrical power quality supplied to consumers.;	20% will be paid upon provision of information-and-analytical report on Ukrainian and international legislation on power supply quality;	20% will be paid upon provision of minutes of the public hearings held on the draft regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality;	20% will be paid upon submission of Final Study Report and proposed regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations	
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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									

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.

	the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p>Technical Proposal (70%)</p> <p><input checked="" type="checkbox"/> Expertise of Firm / Organization submitting Proposal 25%</p> <p><input checked="" type="checkbox"/> Proposed Work Plan and Approach 47%</p> <p><input checked="" type="checkbox"/> Personnel 28%</p> <p>Financial Proposal (30%)</p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> One and only one Service Provider</p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors :</p>
Annexes to this RFP	<p><input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><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/</p> <p><input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3)</p> <p><input checked="" type="checkbox"/> Contract for professional services template (Annex 4)</p>
Contact Person for Inquiries (Written inquiries only) ²	<p><i>Procurement Unit</i> <i>UNDP Ukraine</i> procurement.ua@undp.org</p> <p>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.</p>
Documents to be submitted in proposal	<p><input checked="" type="checkbox"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2)</p> <p><input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any)</p> <p><input checked="" type="checkbox"/> Other licenses or certificates (if any);</p> <p><input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years)</p> <p><input checked="" type="checkbox"/> CVs of proposed team members</p> <p><input checked="" type="checkbox"/> Reference letters (at least three, if any)</p>

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

Other Information Related to the RFP	<p><u>Administrative Requirements:</u></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) Properly registered company/organization; b) At least 5 years of working experience. <p>Other information is available on http://www.undp.org.ua/en/tenders; For the information , please contact procurement.ua@undp.org</p>
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Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

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

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 10/15/2014, 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	

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, contract references;
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. Licenses for engineering surveys and design works for construction (reconstruction)
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters <i>if any</i> .
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Yes/No (Please choose)
Other r relevant information	

B. Proposed Methodology for the Completion of Services

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

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

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- 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.

Min. team: (Details are described in the TOR)

1.Team leader

Key experts: (at least 2 key experts - senior expert and junior expert)

2.Senior expert

3.Junior expert

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

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time, excl. VAT (indicate currency)	Total Period of Engagement	No. of Personnel	Total Rate, excl. VAT (indicate currency)
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
III. Other costs				
<i>Indicate detailed breakdown here</i>				
Total not incl. VAT				

VAT (if applicable)	
Grand Total incl. VAT	

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

Annex 3

Terms of Reference

1. **Services required:** New regulations in order to improve the Ukraine's consumers' rights for power supply
2. **Category:** Consulting Service
3. **Duty Station and expected places of travel:** Kyiv
4. **Duration:** 3 months
5. **Background**

5.1. Relevant Project Background

Ukraine continues to be one of the least energy efficient countries in the world and has one of the highest GHG emissions levels per unit of GDP among the CIS countries. Ukraine ranks 19th among the world's largest emitters of GHGs. The Ukrainian energy sector contributes 69% to the overall GHG emissions of Ukraine.

Energy-efficient (EE) lighting is usually given lower priority compared to measures for energy-efficiency related to heat supply. Energy consumption from lighting is not seasonal compared to heating, and EE lighting impacts electricity production and distribution. In contrast, heating energy in Ukraine is largely generated from coal or gas-fired district heating-boilers and networks. So the impact of EE lighting initiatives will be on a different industrial complex than other energy-saving programmes that focus on savings for heating. Therefore, EE lighting measures are an important (and often under-prioritized) energy policy tool. If EE lighting is implemented on a grand-scale in Ukraine, it would free-up additional electrical capacity for export, industrial use, or result in a decrease of GHG emissions from fuel savings.

The project aims to help to transform the market for EE lighting technologies by removing barriers to its implementation, which will contribute to the reduction of GHG emissions.

The instability and low quality of electricity supply remains one of the essential barriers, leading to reduction of EE lighting appliances working time and as a result lowers and discredits the advantages of EE lighting, especially of CLL.

One of the goals of the Project is to improve quality of electricity supply by introducing new legislation which ensures better quality and improves consumer rights in this area.

5.2. Relevance of the study

Realization of project's goal concerning popularisation and promotion of EE technologies requires, among all, the existence of the high-quality electric supply. The low-quality electric supply leads to early malfunctions of the electric appliances, what results in diminishing of the main advantage of EE electric appliances – long-term work.

Now in the production, supply and realization system the certain technical and legal regulations in unity with the existence of the solid complex of economic interests and relations take place along with the legal-, social-, technical- and service-related problems.

While the market relations are developing in the electric energy issues, the electric energy shall be viewed not only as a science phenomenon but as a commodity being in conformity with the certain quality and requirements of the consumers market.

In the meantime there is no such approach to electric energy and its quality.

The requirements to the electric energy quality are regulated mostly with the out-of-date technical sectorial standards. Moreover, the interests of the end user, most of all in the living area, are represented at the minimal extent.

Therefore there is a need to conduct a complete analysis of policy and legislation in this field and to provide with ways to improve the situation and to enhance overall situation and consumers rights regarding quality of electrical supply in Ukraine.

6. Objectives, scope and results of study

6.1. Overall objective

The objective of this task is comprehensive study of Ukrainian legislation and regulations in the field of electrical power production, transferring and supply, development of recommendations and draft regulations, taking into account the best international practices, which will help to improve the situation in this field, consumers rights regarding power supply quality in Ukraine and lead to successful implementation of project of energy efficient lighting.

6.2. Scope of works:

- Analysis of Ukrainian electrical power supply quality regulations.
- Analysis of electrical supply quality regulations in other countries and the possibility to apply best practices for Ukraine.
- Holding of the analysis of the consequences of reducing the electric power quality
- Analysis of practical implementation/ execution of norms of Ukrainian legislation on electricity power quality supplied to consumers.
- Preparation of the information on the ways of solving the problem of ensuring the electric energy quality to be distributed through the consumers
- Analysis and identification of problematic aspects of norms
- Development of recommendations and draft regulations on power supply quality and/ or amendments to such regulations accepted by the Government,
- Empowering of the legislative responsibility of the supplier for inappropriate electric power quality
- Analysis of possible impact of (economic and juridical aspects).
- Design an organizational concept (agenda, venue, list of participants and speakers) for discussion of electrical power quality supplied to consumers. The following entities are recommended to participate in aforesaid discussion: National Energy Efficiency Agency, Ministry of Ecology and Natural Resources of

Ukraine and Ministry of Economic Development and Trade, research institutes, consumer rights protection organizations, and NGOs as well as other interested entities and/or individuals. Costs for conducting of such events will be covered by UNDP;

- Hold public hearings on introduction of new legislative norms covering electrical power quality supplied to consumers.

6.3. Major focus of the analysis:

- In-depth analysis of current situation of Ukrainian legislation on POWER SUPPLY QUALITY.
- Technical and economic analysis of ownership and social aspects
- Development of strategic recommendations on relations between the electric energy supplier, owner and the consumer
- Development of recommendations and draft regulations and/ or amendments to such regulations on improvement of power supply quality and consumers rights, including recommendations on implementation and execution of these regulations.

6.4. Deliverables:

- Methodology and researching tools presented in written form.
- Evaluation of worldwide power supply quality regulations including consumers rights, possibility of their implementation in Ukraine.
- Report on Ukrainian and international legislation on power supply quality and factors, affecting implementation of norms of Ukrainian legislation in the field and its conformity to best contemporary worldwide examples.
- Minutes of consultation round tables with the representatives of governmental standardization bodies, national stakeholders and Project team.
- Explicit written recommendations on the best ways of implementation of the study results.
- Minutes of the workshop and public hearings dedicated to the regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations.
- Developed, officially submitted and accepted draft regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations.

7. Methodology, Timing and Logistics

7.1. Methodology

- To accomplish the task the Contractor shall develop the methodology and tools to target developing standards and regulations on power supply quality in the scope of efficient lighting in close cooperation with key experts representing the governmental institutions, social partners and NGOs.
- The methodology produced by the contracted organization will be put into effect once approved by the UNDP Project Manager. He will review the reports, assess the quality of results and guide the Contractor, as necessary, during the task implementation course.

7.2. Commencement Date and Period of Execution: This assignment will commence in November 2014 and will remain effective during 2 months (as mentioned in the Tentative Workplan below).

7.3. All expenses related to the implementation of the contract will be covered by the selected company

8. Requirements

8.1. General: The organization should have legal status in Ukraine and has the rights to operate within Ukrainian territory.

8.2. Company Competence:

- At least 5 years' experience in conducting studies and researches related to legislation, preferably in the area of power supply, energy efficiency;
- Extensive experience in working in the area of energy/power supply regulations, respective organisations and industries.
- Experience in cooperation with international organizations would be an asset;
- Practical experience of working with state and local authorities in different regions of Ukraine;
- Experience in drafting pieces of legislation/ amendments and other legislative documents;
- Familiarity with Ukrainian state and regional legislation procedures;
- Shall have available experts/specialists to ensure timely and quality execution of the tasks (CV's of all experts/specialists to be involved in the study to be submitted as well as statement signed by the experts showing her/his ability for this assignment).
- Ability to work both in English and Ukrainian languages, including provision of quality reports, analytical data on project and its results.

Qualifications of the experts

Team leader

- **Educational background:** LLM, PhD in Judicial Sciences would be an asset

Professional experience:

- Experience in conducting legal frameworks studies;
 - At least 5 years of academic experience, including pieces of researches, publications and written reports **would be an important asset;**
 - Knowledge on regulations on electricity production, transferring and supply - **will be an advantage**
 - Experience in conducting research and preparation of publications/reports;
 - Experience on working with the system of electricity production, transferring and supply - **will be an advantage**
 - Experience in working with organizations on energy saving - **will be an advantage**
 - Managerial experience at least 3 years;
 - Experience in consulting of senior decision makers;
 - Experience in working with state and local authorities **would be an advantage;**
 - Experience in state and regional legislation procedures **would be an advantage;**
 - Practical knowledge of energy efficiency, environmental legislation **would be an advantage;**
- **Language skills:** Fluency in Ukrainian and English.

Legal proficiency can be value added by technical experience of additional expert.

Key experts: (at least 2 key experts - senior expert and junior expert)

Senior expert

- **Education background:** LLM
- **Professional experience:**
 - Experience in conducting legislative research;
 - At least 5 years of practical experience in the field of standardization and technical legislation;

- Experience in working with governmental and local authorities on developing of new legislative acts;
- Academic experience, including pieces of researches, publications and written reports would be an asset;
- **Language skills:** fluency in Ukrainian, knowledge of English would be an advantage.

Junior expert

- **Education background:** LLM
- **Professional experience:**
 - Experience in conducting legislative research;
 - At least 3 years of practical experience in the field of standardization and technical legislation;
 - Academic experience, including pieces of researches, publications and written reports would be an asset;
- **Language skills:** fluency in Ukrainian, knowledge of English would be an advantage

8.3. Management

The Contractor will 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 in close consultations with the UNDP.

The contracting agency will work, through a deputed representative, Team Leader, closely with the UNDP Project Manager in Ukraine and the Local consultant on Project implementation.

work-progress reporting/monitoring meeting will be held with the Contractor on a monthly basis, however UNDP may request information about current study stance. UNDP Project Manager in Ukraine will be the final authority to control the quality and evaluate the work.

9. Reports

9.1. Reporting requirements:

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

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

Use of Documents /Reports:

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

Tentative Work Plan

ITEM	ACTIVITY	PERIOD (following the signature of the contract)
1.	Development and approval by the Project of detailed methodology and work plan	3 Weeks
2.	Provision of the concept for the workshop dedicated to electrical power quality supplied to consumers.	4 Weeks

3.	Provision of minutes of the workshop dedicated to the regulations covering the electrical power quality supplied to consumers.	6 Weeks
4.	Provision of information-and-analytical report on Ukrainian and international legislation on power supply quality and factors, affecting implementation of norms of Ukrainian legislation in the field and its conformity to best contemporary worldwide examples	10 Weeks
5.	Provision of minutes of the public hearings held on the draft regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality.	12 Weeks
6.	Submission of Final Study Report and proposed regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations.	16 Weeks

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

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

Proposed Payment Schedule

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

- 20% of the total amount shall be paid upon finalization and approval of detailed methodology and work plan;
- 20% will be paid upon providing of minutes of the workshop dedicated to electrical power quality supplied to consumers.;
- 20% will be paid upon provision of information-and-analytical report on Ukrainian and international legislation on power supply quality;
- 20% will be paid upon provision of minutes of the public hearings held on the draft regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality;
- 20% will be paid upon submission of Final Study Report and proposed regulations on power supply quality, regulations on empowering of the legislative responsibility of the supplier for inappropriate electric power quality and/ or amendments to these regulations.

Language of the Proposal

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

Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points obtainable
1.	Expertise of Firm / Organization	175
2.	Proposed Methodology, Plan and Approach to Implementation	328
3.	Management Structure and Key Experts	197
Total		700

Technical Proposal Evaluation		Points obtainable
Expertise of Firm / Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing 1.1.1 Financial stability (data of balance sheet, profit and loss statement, cash flow statement) (40 points max); 1.1.2 Company profile; 1.1.3 Experience of working with state and local authorities, international organizations in different regions of Ukraine; 1.1.4 Available references from at least three previous clients. {1.1.2 – 1.1.4 Excellent reputation - 60 points max, good – 50 points, satisfactory – 30 points, weak – 15 points}.	100
1.2	Professional experience of the entity: - Experience in working in the area of energy/power supply regulations and with respective organizations and industries (10 points); -At least 5 years' experience in conducting studies and researches related to legislation, preferably in the area of power supply, energy efficiency (5 years – 10 points, 5-10 years -15 points, more than 10 years – 20 points); - Experience in drafting pieces of legislation/ amendments and other legislative documents (15 points). - Previous successful similar works (design of legislative documents) and/or projects - 5 clients/assignments – 10 points, 6-10 clients/assignments – 15 points, more than 10 clients/assignments – 20 points.;	65
1.3	Quality assurance procedures in place, warranty	10
Total for "Expertise of the Firm/Organization"		175

Technical Proposal Evaluation		Points obtainable
Proposed Methodology, Plan and Approach to Implementation		
2.1	Is the methodological approach suggested appropriate for the task and corresponds to the TOR?	120

2.2	Are the different components of the assignment adequately weighted relative to one another?	108
2.3	Is the proposed workplan detailed and realistic and promise efficient implementation to the project?	100
Total for “Proposed Methodology, Plan and Approach to Implementation”		328

Management Structure and Key Experts				
3.1	Team Leader			74
			Sub-Score	
- General Qualification			64	
	At least 5 years of academic experience, including pieces of researches, publications and written reports 5 years – 10 points and 1 point for each additional year up to 10	15		
	Managerial experience at least 3 years. 3 years – 3 points and 1 point for each additional year up to 10	10		
	LLM – 10 points, PhD - 15Points	15		
	Experience in conducting legal frameworks studies	5		
	Experience on working with the system of electricity production, transferring and supply	10		
	Knowledge on regulations on electricity production, transferring and supply	5		
	Experience in working with organizations on energy saving	2		
	Experience in working with state and local authorities	2		
- Language Qualifications (Ukrainian – 5 points, English – 5 points)			10	
			74	
3.2	Senior expert			65
			Sub-Score	
- General Qualification			55	
	At least 5 years of practical experience in the field of standardization and technical legislation (5 years – 15 points and 1 point for each additional year up to 10)	20		
	Experience in conducting legislative research;	10		
	LLM – 5 points. PHD – 10 points	10		
	Experience in working with governmental and local authorities on developing of new legislative acts	10		
	Academic experience, including pieces of researches, publications and written reports	5		
- Language Qualifications (Ukrainian – 5 points, English – 5 points)			10	
			65	
3.3	Junior expert			58

			Sub-Score	
- General Qualification			48	
	At least 3 years of practical experience in the field of standardization and technical legislation (3 years – 15 points and 1 point for each additional year)	18		
	LLM – 5 points. PHD – 10 points	10		
	Academic experience, including pieces of researches, publications and written reports	10		
	Experience in conducting legislative research	10		
- Language Qualifications (Ukrainian – 5 points, English – 5 points)			10	
			58	
Total for “Management Structure and Key Experts”				197

Annex 4

Model Contract for Professional Consulting Services

between UNDP and a Company or other entity⁵

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

⁵This model contract is intended for services (studies, consultancies by firms, etc) to be obtained from companies as well as from NGOs, Universities, etc. It is not to be used for procuring goods or works. Any substantial deviations to the text should be made in consultation with BOM.

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting⁶[dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.
2. Obligations of the Contractor
- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:
- 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)

⁶ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

3. Price and Payment⁷

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ⁸	<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 payment⁹

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

OR

⁷ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

⁸ If an advance payment is granted, define the first milestone as "upon signature of the contract by both parties". Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures.

⁹ This version of section 3 is to be used for cost reimbursement contracts. Normally, cost reimbursement contracts should be used when it is not possible to estimate with reasonable accuracy the total costs of the activities which are the subject of the Contract.

3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹⁰

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions¹¹

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

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

¹⁰ This clause should be used if an advance payment is granted. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UNDP policies and procedures. Any advance which represents 30% or more of the proposed total contract value must be cleared by the Office of Finance and Administration prior to contract signature, with the exception of contracts below \$50,000.

¹¹ Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 Anti-terrorism

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

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹²

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹³

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

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

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

6. Time and manner of payment

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

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

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

7. Entry into force. Time limits.

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

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

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

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

¹³ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract. A payment upon signature is considered an advance payment.

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND TITLE]

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