



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: April 10, 2015
	REFERENCE: RFP UKR/2015/026

Dear Sir / Madam:

We kindly request you to submit your Proposal to **Analytical report “Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities).**

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, May 03, 2015** 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/2015/026"** and the name of tender: **Analytical report "Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)"**

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:

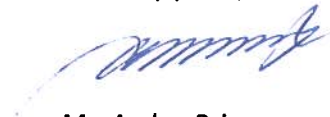
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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,

A handwritten signature in blue ink, appearing to read 'Andra Brige', is positioned above the printed name.

Ms. Andra Brige
Business Development Specialist
UNDP Ukraine

Annex 1

Description of Requirements

Project name:	Development and Commercialization of Bioenergy Technologies in the Municipal Sector in Ukraine
Brief Description of the Required Services	Analytical report “Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)”
The overall objective	The objective of this task is the development of comprehensive analytical report on the Ukrainian legislation and regulation in the field of bioenergy technologies, identifying barriers, obstacles and opportunities. The report should also contains recommendations and draft regulations, prepared in line with the best international practices, which could improve the situation in field of biomass use for heat and hot water supply in the municipal sector in Ukraine.
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 4 months from the date of contract’s signature
Target start date	May 2015
Latest completion date	September 2015
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 (US\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. <input checked="" 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 May, 2015 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						
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.						
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted						
Payment Terms ¹	<table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>20% Upon provision of Deliverable 1: Methodology and tools of the development of the Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector;</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>40% Upon provision of Deliverable 2: Comprehensive Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities);</td></tr> <tr> <td>40% Upon provision of Deliverable 3: Development of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.</td></tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	20% Upon provision of Deliverable 1: Methodology and tools of the development of the Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector;	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.	40% Upon provision of Deliverable 2: Comprehensive Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities);	40% Upon provision of Deliverable 3: Development of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.
Outputs/Percentage/Timing	Condition for Payment Release						
20% Upon provision of Deliverable 1: Methodology and tools of the development of the Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector;	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.						
40% Upon provision of Deliverable 2: Comprehensive Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities);							
40% Upon provision of Deliverable 3: Development of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.							
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						

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.

	<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 28% <input checked="" type="checkbox"/> Proposed methodology, plan and approach to implementation 36% <input checked="" type="checkbox"/> Management structure and key experts 36% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors :
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions - Available through the Link: http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/ <input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3) <input checked="" type="checkbox"/> Contract for professional services template (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	<i>Procurement Unit</i> <i>UNDP Ukraine</i> <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"/> Reference letters (if any available)

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.ua.undp.org/content/ukraine/en/home/operations/procurement/; 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 UKR/2015/026 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 studies/researches, drafting legislation documents carried out by the Organization (list) and any other information deemed reasonable;
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 projects completed during past three years*
- 3. Proposed methodology and approach to carry out a research.*
- 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:

- 1) Team leader;*
- 2) Key experts: (at least 2 key experts).*

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) 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	Total Period of Engagement	No. of Personnel	Total Rate
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				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

Annex 3

Terms of Reference (TOR)

Analytical report “Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)”

Project name: Development and Commercialization of Bioenergy Technologies in the Municipal Sector in Ukraine

Services required: Analytical report “Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)”

Category: Consulting Service

Country: Ukraine

Expected travel: none

Starting date: May 2015

Duration: 4 month

Supervisor’s name and functional post: Volodymyr Lyashchenko – Project Manager – reporting and overall management

Payment arrangements: Lump sum (payment linked to deliverables)

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

1. Background

Bioenergy is one of the most promising renewable energy sources in Ukraine. However, its productive use remains very limited. At present, energy production from bioenergy sources is about 0.5% of the total primary energy supply - mainly firewood for domestic purposes as well as for fuel in forestry and wood processing enterprises. In contrast, thermal generation provides 67%, nuclear energy 24%, and hydro energy almost 9% of Ukraine's 54.6 GW of production capacity. By contrast, studies have suggested that energy from biomass could provide at least six times more and potentially ten times more energy to Ukraine’s energy mix which would bring the share of biomass in the supply up to as much as 7% of the overall energy supply.

The objective of new UNDP/GEF Project “Development and Commercialization of Bioenergy Technologies in the Municipal Sector of Ukraine” is to accelerate sustainable agricultural biomass utilization for municipal heat and hot water services in Ukraine over its four-year implementation period. This, in turn, is expected to generate direct global benefits of 63,577 tons of CO₂ over the same period and 19,143 tons CO₂/yr. thereafter in avoided greenhouse gas (GHG) emissions.

The present demand for bioenergy in Ukraine comes mainly from individual residences and private farms utilizing their own sources of biomass for producing heat/hot water required for their commercial processes. Apart from that, there is very little local commercial demand for agricultural biomass (due to unfavourable regulatory framework), except for sunflower residues (as opposed to woody biomass), including its utilization in the municipal sector for heat/hot water production. Hence, stimulation of the

national agro-holdings to produce bioenergy based on their agricultural waste would make it possible to increase the supply of energy to villages and households within a given municipal area. Thus, the utilization of agricultural biomass for providing heat and hot water to the municipal sector would open up new business opportunities for agricultural enterprises with excess biomass resources that end up being left behind in the fields or in landfills.

The project aims to achieve this target by introducing a conducive regulatory framework and by establishing a financial support mechanism that together will facilitate private sector participation in utilizing agricultural biomass and production of energy crops to supply municipal heat and hot water services and assist the Government in closing private sector funded investments in municipal biomass. It is envisaged that this project will enable Ukraine to substantially move closer to its target of having some 7% of the country's annual primary energy requirements for heating and hot water services supplied by biomass by 2030, as outlined in the "Energy Strategy of Ukraine to 2030".

2. Objectives

The objective of this task is the development of comprehensive analytical report on the Ukrainian legislation and regulation in the field of bioenergy technologies, identifying barriers, obstacles and opportunities. The report should also contains recommendations and draft regulations, prepared in line with the best international practices, which could improve the situation in field of biomass use for heat and hot water supply in the municipal sector in Ukraine.

3. Description of Responsibilities / Scope of Work

Analytical report should include, but not be limited to, the following components:

- Full list of Ukrainian Laws and legal acts that govern the field of bioenergy technologies for heat and hot water supply in the municipal sector in Ukraine.
- Analysis of Ukrainian legal framework on bioenergy technologies in the municipal sector.
- Analysis of national legislation and policy on biomass use for heat and hot water supply in the municipal sector in Ukraine.
- Analysis of practical implementation/execution of norms of Ukrainian legislation on bioenergy technologies.
- Identification of weak points of the norms of implementation of Ukrainian legislation on bioenergy technologies and biomass use for heat and hot water supply in the municipal sector in Ukraine.
- Full list of Ukrainian Laws and legal acts needed to be revised in a view of international obligations of Ukraine (including EU directives related to bioenergy/biomass use for energy purpose).
- Analysis of international legislation (minimum of EU and USA) on bioenergy technologies and its comparative analysis with Ukrainian legislation.
- Development of recommendation and draft changes/amendments to the legal framework on bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.
Draft changes/amendments and recommendations shall promote/support/facilitate/ accelerate sustainable agricultural biomass utilization for the heat and hot water services in the municipal sector in Ukraine.

Major focus of the analysis:

- In-depth analysis of current situation of the Ukrainian legislation in the field of bioenergy technologies for heat and hot water supply in the municipal sector in Ukraine.
- Identifying barriers, obstacles and opportunities for the development and commercialization of bioenergy technologies in the municipal sector in Ukraine in a view of the current legal framework.
- Development of recommendations and draft regulations and/or changes/amendments to the legal acts, based on international best practices on improvement of bioenergy and biomass norms, recommendations on implementations and execution of these regulations.

4. Deliverables

- Methodology and tools for the development of the Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector.
- Comprehensive Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities).

The “Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)” should include, but not be limited to, the following components:

- Full list of Ukrainian Laws and legal acts that govern the field of bioenergy technologies for heat and hot water supply in the municipal sector in Ukraine.
 - Analysis of Ukrainian legal framework on bioenergy technologies in the municipal sector.
 - Analysis of national legislation and policy on biomass use for heat and hot water supply in the municipal sector in Ukraine.
 - Analysis of practical implementation/execution of norms of Ukrainian legislation on bioenergy technologies.
 - Identification of weak points of the norms of implementation of Ukrainian legislation on bioenergy technologies and biomass use for heat and hot water supply in the municipal sector in Ukraine.
 - Full list of Ukrainian Laws and legal acts needed to be revised in a view of international obligations of Ukraine (including EU directives related to bioenergy/biomass use for energy purpose).
 - Analysis of international legislation (minimum of EU and USA) on bioenergy technologies and its comparative analysis with Ukrainian legislation.
 - Development of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.
- Draft changes/amendments and recommendations shall promote/support/facilitate/accelerate sustainable agricultural biomass utilization for the heat and hot water services in the municipal sector in Ukraine.

Tentative Work Plan

Item	Activity	Period (following the signature of the
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		contract)
1.	Development and approval of a draft methodology for the analysis and detailed work plan (according to the Description of Responsibilities / Scope of Work)	2 weeks
2.	Producing a draft of Analytical report on the Ukrainian legal framework on bioenergy technologies in the municipal sector and preliminary recommendations on changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.	8 weeks
3.	Submission of the Analytical report “Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities)” including draft changes/amendments and recommendations that promote/support/ facilitate/accelerate sustainable agricultural biomass utilization for the heat and hot water services in the municipal sector in Ukraine.	16 weeks

The Tentative work plan above is subject to corrections upon written agreement of the Project Manager.

Any unauthorised breach of the terms of the agreed plan could lead to a termination of the contract.

5. Methodology, Timing and Logistics

5.1 Methodology

- To accomplish the task the Contractor shall develop the methodology and tools of the analysis to target relevant national and international legal frameworks in the scope of bioenergy technologies and agricultural biomass use for the municipal heat and hot water supply in the municipal sector in Ukraine.
- 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.

5.2. Commencement Date and Period of Execution: This assignment will commence in May 2015 and will remain effective during 4 months (as mentioned in the Tentative Work Plan above).

5.3. Logistics: All expenses related to implementation of the contract will be covered by the selected company.

6. Requirements

6.1. General

The organization should have legal status in Ukraine and has the right to operate in Ukraine.

6.2. Company Competence:

- At least 5 years experience in conducting studies and researches related to legislation, preferably in the area of bioenergy technologies, energy efficiency and climate change mitigations.

- Proven experience in drafting pieces of legislation changes/amendments and other legislative documents.
- Practical experience of working with state and local authorities in different regions of Ukraine.
- 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).
- Experience of cooperation with the international organizations would be an asset.
- Possibility 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:**
 - Master of Law (LLM), PhD in Juridical Science would be an asset.
- **Professional experience:**
 - At least 5 years of experience in conducting legal frameworks analysis;
 - At least 5 years of analytical experience, including pieces of researches, publications and written reports;
 - Managerial experience at least 3 years;
 - Experience in consulting of senior decisions makers;
 - Experience in working with state and local authorities would be an advantage;
 - Practical experience in the field of bioenergy technologies would be an advantage;
- **Language skills:**
 - Fluency in Ukrainian and Russian, knowledge of English would be an advantage.

Key experts: (at least 2 key experts should be provided by the company - or more)

Senior expert

- **Education background:**
 - Master of Law (LLM), PhD would be an asset.
- **Professional background:**
 - At least 5 years of practical experience in the field of bioenergy, energy efficiency, environmental and/or municipal legislation;
 - At least 3 years of experience in conducting legislative research and producing analytical reports;
 - Academic experience, including pieces of researches, publications and written reports would be an advantage.
- **Language skills:**
 - Fluency in Ukrainian and Russian, knowledge of English would be an advantage.

6.3. Management arrangements

The Contractor is responsible for, and must ensure, timely performance, logistics, real and proper utilization of human resources and funds, and is responsible for quality of the work that must be performed in close cooperation with the UNDP.

The organization party to the contract must closely cooperate, via its appointed representative, team leader, with the UNDP Project Manager in Ukraine for implementation of the project.

A work progress reporting/monitoring meeting will be held with the Contractor on a monthly basis, however, the UNDP may request information on the current progress in the study at any time. The UNDP makes a final decision concerning acceptance of the works both in terms of their quality and completeness.

7. Reports

7.1 Reporting requirements:

The Contractor will submit the final and mid-term reports of the Analysis in Ukrainian and Analysis Summary Report with the final set of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukrainian language in paper and electronic form with the PPT Presentation of the analysis results for discussion and acceptance. Final Analytical Report as well as summary report should be developed in a way that does not require further editing. The language of final report should be Ukrainian followed by abstract in English.

Analytical reports shall include all results in full compliance with the Terms of Reference and according to 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 them and make changes to them if necessary. The information (results) must be relevant, reliable, appropriate and objective. The final report shall be executed in a manner that would require no further editing.

7.2 Use of Reports/Documents:

No reports and/or documents may be published, circulated or distributed to third parties without prior approval of the UNDP.

Proposed payment schedule

The payment to the Contractor will be proceeded in 3 instalments upon completion of the following tasks:

1. 20% Upon provision of Deliverable 1: Methodology and tools of the development of the Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector;
2. 40% Upon provision of Deliverable 2: Comprehensive Analytical report on the Ukrainian legislation and regulation in force covering bioenergy technologies in the municipal sector (barriers, obstacles and opportunities);
3. 40% Upon provision of Deliverable 3: Development of recommendation and draft changes/amendments to the legal framework of bioenergy and biomass use for heat and hot water supply in the municipal sector in Ukraine.

Evaluation and comparison of proposals

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

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

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

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

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

Technical evaluation criteria

Technical proposal evaluation		Points obtainable
1.	Expertise of firm/organization	200
2.	Proposed methodology, plan and approach to implementation	250
3.	Management structure and key experts	250
Total		700

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The **Technical Evaluation Forms are:**

Form 1. Expertise of Firm/Organization Submitting Proposal

Form 2. Proposed workplan, methodology and Approach

Form 3. Personnel

Assessment of technical offer

Technical proposal evaluation		Points
Expertise of the firm /organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing - Company profile (30 points); - Financial stability (data of balance sheet, profit and loss statement, cash flow statement) (40 points); - Available references from at least three previous clients; Excellent reputation - 20 points, good – 10 points, satisfactory – 5 points, weak – 0 points.	90

1.2	Professional experience of the entity: - At least 5 years experience in conducting studies and researches related to legislation, preferably in the area of bioenergy technologies, energy efficiency and climate change mitigations (5 years – 50 points and 5 point for each additional year up to 70 points); - Proven experience in drafting pieces of legislation changes/amendments and other legislative documents (10 points). - Experience of cooperation with the international organizations (5 points); - Practical experience of working with state and local authorities in different regions of Ukraine (10 points); - Familiarity with Ukrainian state and regional legislation procedures (5 points).	100
1.3	Quality assurance procedures	10
Total for “Expertise of the firm/organization”		200
Proposed methodology, plan and approach to implementation		
2.1	To what degree does the Offeror understands the task? (assessed based on the work plan and methodology)	50
2.2	Have the important aspects of the task been addressed in sufficient details? (assessed based on the workplan and methodology)	50
2.3	Is the methodology suggested appropriate for the task?	50
2.4	Is the scope of the proposal well defined and does it corresponds to the TOR?	50
2.3	Is the proposal based on the project description and was the information properly used when preparing the proposal?	50
Total for “Proposed methodology, plan and approach to implementation”		250
Management structure and key experts		
3.1	Team Leader	90
General qualification		80
	At least 5 years of experience in conducting legal frameworks analysis (5 years – 10 points and 1 point for each additional year up to 15)	15
	At least 5 years of analytical experience, including pieces of researches, publications and written reports (5 years – 15 points and 1 point for each additional year up to 20)	20
	At least 3 years of managerial experience (3 years – 15 points and 1 point for each additional year up to 20)	20
	Experience in working with governmental and local authorities (10 points)	10
	Advanced University degree (preferably a PhD) in the fields of Law or Juridical Science (Masters – 5 points; PhD – 15 points)	15
• Knowledge of language (Ukrainian and Russian – 5 points; Ukrainian, Russian and English – 10		10

3.2	1 st Key Expert – Senior expert			80
General qualification			70	
	Advanced University degree (preferably a PhD) in the fields of Law or Juridical Science (Masters – 10 points; PhD – 20 points)	20		
	At least 5 years of practical experience in the field of bioenergy, energy efficiency, environmental and/or municipal legislation (5 years – 10 points and 1 point for each additional year up to 15);	15		
	At least 3 years of experience in conducting legislative research and producing analytical reports (3 years – 15 points and 1 point for each additional year up to 20);	20		
	Academic experience, including researches, publications and written reports will be an asset (15 points);	15		
• Knowledge of language (Ukrainian and Russian – 5 points; Ukrainian, Russian and English – 10 points);			10	
3.3	2 nd Key Expert – Senior expert			80
General qualification			70	
	Advanced University degree (preferably a PhD) in the fields of Law or Juridical Science (Masters – 10 points; PhD – 20 points)	20		
	At least 5 years of practical experience in the field of bioenergy, energy efficiency, environmental and/or municipal legislation (5 years – 10 points and 1 point for each additional year up to 15);	15		
	At least 3 years of experience in conducting legislative research and producing analytical reports (3 years – 15 points and 1 point for each additional year up to 20);	20		
	Academic experience, including researches, publications and written reports will be an asset (15 points);	15		
• Knowledge of language (Ukrainian and Russian – 5 points; Ukrainian, Russian and English – 10 points);			10	
Total for “Management structure and key experts”				250

The obtainable number of points for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

Annex 4

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

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

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

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:

Name Specialization Nationality Period of service

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

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

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- 2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.
- 2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:
- | [LIST DELIVERABLES] | [INDICATE DELIVERY DATES] |
|----------------------------|----------------------------------|
| e.g. | |
| Progress report | ../../.... |
| Final report | ../../.... |
- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment⁷
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<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.

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.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment⁹

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

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.¹⁰
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions¹¹

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

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;

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

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

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

- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

4.2 Audits and Investigations

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

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

4.3 Anti-terrorism

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

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

4.5 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL 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

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.

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

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

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

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

For the UNDP:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND TITLE]

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

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.