



REQUEST FOR QUOTATION (RFQ) (Services)

All Interested	DATE: April 23, 2015
	REFERENCE: RFQ UKR/2015/25

Dear Sir / Madam:

We kindly request you to submit your quotation for:

Lot 1 Evaluation of greenhouse gas emissions for 10 northern oblasts of Ukraine based on developed methodology and software and

Lot 2 Verification of the Carbon Stock and Fluxes Assessment Methodology for Organic Soils,

as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

Quotations may be submitted on or before **23:59 (Kyiv time) May 21, 2015** and via e-mail to the address below:

**United Nations Development Programme
tenders.ua@undp.org
Procurement Unit**

Quotations submitted by email must be limited to a maximum **of 5 MB**, virus-free and no more than 5 email transmissions. *Files larger than 5 MB will not be delivered and therefore the quotation will not be considered.* They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. *Please ensure that you received an autoreply from above-mentioned E-mail address indicating that the message was received.* Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned services:

Delivery Terms [INCOTERMS 2010]	n/a	
Customs clearance, if needed, shall be done by:	n/a	
Exact Address/es of Delivery Location/s (identify all, if multiple)	1, Klovskiy Uzviz, 01021, Kyiv, Ukraine	
UNDP Preferred Freight Forwarder, if any	n/a	
Distribution of shipping documents (<i>if using freight forwarder</i>)	n/a	
Latest Expected Delivery Date and Time (<i>if delivery time exceeds this, quote may be rejected by UNDP</i>)	As per Implementation Schedule attached	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements	n/a	
Mode of Transport	<input type="checkbox"/> AIR <input type="checkbox"/> SEA	<input type="checkbox"/> LAND <input type="checkbox"/> OTHER
Preferred Currency of Quotation ¹	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : UAH	
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes (<i>VAT amount should be clearly indicated in a separate line</i>) <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes	
After-sales services required	<input type="checkbox"/> Warranty on Parts and Labor for minimum period of <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others	
Deadline for the Submission of Quotation	23:59, Thursday, May 21, 2015 Kyiv time	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Others Ukrainian/Russian	
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;	

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

	<input checked="" type="checkbox"/> Copy of Latest Business Registration Certificate and Tax Registration certificate; <input checked="" type="checkbox"/> Confirmation of past company relevant experience and examples or links to similar projects undertaken in the past; in case unavailable minimum 2 references from the past clients UNDP could obtain reference from <input checked="" type="checkbox"/> CVs of proposed team members											
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.											
Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted – quotations may be submitted separately for each Lot.											
Payment Terms ²	<input type="checkbox"/> 100% upon complete delivery of goods. In exceptional basis 20% prepayment can be made. <input checked="" type="checkbox"/> Others: Lot 1 (Evaluation of greenhouse gas emissions for 10 northern oblasts of Ukraine based on developed methodology and software): <table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>40% - after submission of Deliverables 1-5 of the ToR</td><td rowspan="4"> 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>35% - after submission of Deliverables 6-10 of the ToR</td></tr> <tr> <td>15% - after submission of Deliverables 11-15 of the ToR</td></tr> <tr> <td>10 % - after submission of Deliverable 16</td></tr> </tbody> </table> Lot 2 (Verification of the Carbon Stock and Fluxes Assessment Methodology for Organic Soils): <table border="1"> <thead> <tr> <th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>30% - after submission of Deliverables 1-7 of the ToR</td><td> Within thirty (30) days from the date of meeting the following conditions: </td></tr> </tbody> </table>	Outputs/Percentage/Timing	Condition for Payment Release	40% - after submission of Deliverables 1-5 of the ToR	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.	35% - after submission of Deliverables 6-10 of the ToR	15% - after submission of Deliverables 11-15 of the ToR	10 % - after submission of Deliverable 16	Outputs/Percentage/Timing	Condition for Payment Release	30% - after submission of Deliverables 1-7 of the ToR	Within thirty (30) days from the date of meeting the following conditions:
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² UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

	15% - after submission of Deliverable 8 of the ToR	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.
	35% - after submission of Deliverables 9 -12of the ToR	
	20% - after submission Deliverables 13 and 14.	

Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ³ <i>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below criteria/requirement/s:</i> <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 as mentioned above in <i>Documents to be submitted</i> section ✓ Offers must comply with general requirements: <ul style="list-style-type: none"> a) Properly registered company/organization c) The company should have at least 3 years professional experience; e) Implementation schedule; f) Technical responsiveness to stipulated requirements in specification/terms of reference <input checked="" type="checkbox"/> Full acceptance of the Contract General Terms and Conditions http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/
UNDP will award to:	<input type="checkbox"/> One and only one supplier <input checked="" type="checkbox"/> One or more Supplier: contracts will be awarded per separate Lots
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <input checked="" type="checkbox"/> Other Type/s of Contract: Contract for Professional Services
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 30 days
Conditions for Release of Payment	<input checked="" type="checkbox"/> Mutual Written Acceptance of Goods/Services based on full compliance with RFQ requirements. Upon provision of originals of invoice, act of acceptance and tax invoice (if applicable). <input type="checkbox"/> Passing all Testing. <input type="checkbox"/> Others

³ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term “more superior” as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

Annexes to this RFQ	<input checked="" type="checkbox"/> Terms of Reference with Appendix (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> A list of thematic layers to be created for evaluating GHG emissions from organic soils according to the approved methodology (Annex 1 to Lot 1) <input checked="" type="checkbox"/> Methodology for evaluating GHG Emission (Annex 2 to Lot 1) <input checked="" type="checkbox"/> Map for verification of carbon stocks (Annex 1 to Lot 2) <input checked="" type="checkbox"/> A list of land cover classes (strata) to be used for space image classification and remote sensing data collection in order to evaluate GHG emission and sequestration by organic soils and to verify the approved methodology by means of ground truth methods (Annex 2 to Lot 2) <input checked="" type="checkbox"/> A list of thematic layers to be created for evaluating GHG emissions from organic soils according to the approved methodology (Annex 3 to Lot 2) <input checked="" type="checkbox"/> Methodology for evaluating GHG Emission (Annex 4 to Lot 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"/> Model contract for Professional services (attached herein as Annex 3) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only) ⁴	<i>Procurement Unit</i> <i>UNDP Ukraine</i> <i>procurement.ua@undp.org, +38 044 2539363</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.

Services offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be

⁴ 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.

corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, 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 quotation. 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 Purchase Order/Contract that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.


UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that 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/procurement/protest.shtml>

UNDP encourages every prospective Vendor to avoid and prevent 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, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers 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 quotation.

Sincerely yours,

Ms. Andra Brige
Business Development
Specialist (Operations)

April 23, 2015

Annex 1

Terms of Reference – Lot 1:

Brief Description of the Required Services: Evaluation of greenhouse gas emissions for 10 northern oblasts of Ukraine based on developed methodology and software

1. INTRODUCTION. ASSIGNMENT'S BACKGROUND

Introduction

The project is part of a broader EU financing package 'Clima East: Supporting Climate Change Mitigation and Adaptation in Neighborhood East and Russia' which will be implemented in the years 2013-2016 in cooperation with the partner countries Armenia, Azerbaijan, Belarus, Georgia, Moldova, Russian Federation and Ukraine. The Ukrainian peatlands project is part of a single program financed by EC implemented by UNDP in cooperation with national and international partner organizations. The main aim of the package is to show through pilot projects the feasibility of ecosystem-based approaches to climate change, meaning that intact ecosystems such as peatlands, permafrost landscapes, boreal forests and pasture land can have a strong and cost-efficient positive effect both on climate change mitigation and adaptation.

The Ukrainian project deals with peatlands ecosystems. The Clima East project package is financed from the Regional Action Programme 2011-2013 of the EU Eastern Neighborhood and Partnership Instrument, ENPI. The Project contents have been identified by a joint consultative process with the seven partner countries and form concrete elements of the climate change relations of the European Union with this region. Results achieved in the ecosystems-based pilot projects will be integrated into adaption and mitigation strategies of EC future development support. Results of all country pilots will be presented, discussed and communicated through existing regional climate change cooperation structures (Eastern Partnership Environment and Climate Change Panel, EU-Russia climate change sub-group, et.al.). These structures will also exercise a controlling and guiding function during implementation, as far as the broad thematic priorities of Clima East are concerned. Each country project will be implemented in a standard way, using UNDP current rules and procedures.

Project Objectives

The aim of the project in Ukraine is to contribute to the climate change mitigation capacity building by means: (1) building capacity of the National GHG inventory system of Ukraine in sector land use/land use change/forestry (LULUCF), namely organic soils carbon stock changes accounting; (2) developing and testing at pilot region practical ecosystem-based approach for degraded private arable peatlands conversion to semi-natural conditions with high value for local people and biodiversity conservation.

The objective of the pilot project in Ukraine is to demonstrate how within one landscape certain areas of abandoned degraded agricultural peatlands that emit carbon can be restored, while adjacent areas can be protected at the same time to increase carbon sequestration. The model will demonstrate local community involvement and resolution of land tenure difficulties, and will be fed into the National Green Investment Scheme, in view of triggering a series of follow-up restoration projects. In order to document the demonstration activities, a scientific monitoring program has to be put in place, and hence

the project will strengthen the inventory and carbon accounting for peatlands in peatland-rich districts of Ukraine using the experience of the GHG emissions modelling.

In Ukraine up to 1 mln ha of peatlands drained during last century, which turn peatland-based wetlands from sink to source of carbon. The economic value of drained peatlands is dropped soon after the melioration. During the last decades, the drained peatlands changed ownership from state to private and are neglected.

As a result, drained peatlands-based ecosystems with mixed, private-municipal structure of land ownerships are source of GHG emissions with very low use for local development. Limited experiences are available for peatlands rehabilitation at ecosystem level with respect of climate change mitigation, local communities' development and biodiversity conservation.

The State Environment Investment Agency is one of the initiators of the proposal and its key Government partner. The Agency has been fully engaged in the preparation of this proposal in collaboration with national experts and UNDP.

Target group: Government of Ukraine, national scientific institutes, public and non-governmental organizations, people of Ukraine.

Project Strategy

The project targets Nizhyn Rayon in Chernigov Region, which is one of ten regions of Ukraine, where 95% of drained peatlands are located. Activity 1 will deal with inventory of peatlands in the whole 10 administrative oblasts in the northern part of the country since no such inventory has been undertaken so far, and will also create the basis for the inclusion of peatlands in the Green Investment Scheme on the national level. Activity 2 (restoration in an area where no other donor projects have been active) and Activity 3 (protected areas strengthening in the peatland area of high value which had not been covered by any project so far) will be implemented in Chernigov Region. Chernigov region is located in Polissya in the northern part of Ukraine (neighbor to Sumy, Poltava and Kyiv regions) and borders the Russian Federation and the Republic of Belarus. The land ownership is a mix of private and municipal. The lands were formerly pastures and hayfields. The GHG emission reduction potential of the restoration project (Output 2) is in the range of 4 tCO₂eq/ha/year (based on ICI experience of projects in a similar ecological context in different countries). The project will also restore the hydrological regime at the peatlands, and introduce sustainable economic resource-use such as biomass harvesting and grazing. Under Activity 3 the project will strengthen the protected areas status of surrounding well maintained peatlands at an area of 16,000 ha.

The Chernigov region was selected based on following criteria:

- (1) Large areas of drained peatlands requiring restoration, which have not been attended through restoration or protection so far and are neglected.
- (2) Large areas of drained peatlands which is source of high GHG emission now, with potential risk increasing of emission due to climate change in case of absent of the project activities and can be turned into carbon sink area due to restoration of natural level of underground water and vegetation cover management

- (3) Political support of the regional and local authorities
- (4) Support from the land owners,
- (5) Potential for expansion of the protected areas network upon completion of the peatland re-wetting activities
- (6) Existing positive experience of work in the region
- (7) High potential for replication because the target area is quite representative of the overall peatland ecosystems in Ukraine.

2. ASSIGNMENT'S OBJECTIVES

The aim of the assignment is to evaluate GHG emissions for 10 northern oblasts of Ukraine based on the developed methodology and software (software will be provided by UNDP in September 2015). Methodology is attached to the TOR.

Final beneficiary and recipient of deliverables under the assignment is UNDP. The UNDP will approve the deliverables upon consultations with the Ministry of ecology and natural resources of Ukraine (MENR).

3. SCOPE OF THE ASSIGNMENT

The selected Contractor shall perform the following activities:

- Download LandSat TM space images with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 1990⁵ and 2014⁶ for 10 northern oblasts of Ukraine, which include Volyn, Zhytomyr, Kyiv, Lviv, Poltava, Rivne, Sumy, Ternopil, Khmelnytsky, and Chernigiv oblasts;
- Conduct radiometric, sensor, geometric and air correction of the space images in WGS 86 coordinate system;
- Mask lands with mineral soils on the space images for 10 northern oblasts of Ukraine;
- Classify the space images in the boundaries of lands with organic soils according to the following classes of land cover:
 - land with broadleaves trees on drained organic soil, land with coniferous trees on drained organic soil, scrubland on drained organic soil, grassland on drained organic soil, annual cropland on drained organic soils, open water on drained organic soil, other lands on drained organic soils, and
 - land with broadleaves trees on wet organic soil, land with coniferous trees on wet organic soil, scrubland on wet organic soil, grassland on wet organic soil, open water on wet organic soil, other lands on wet organic soils;
- Prepare the thematic layers of land covers according to the list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Collect data on air temperature, precipitation and air humidity⁷ for the years when employed space images were taken and for 10 northern oblasts of Ukraine;

⁵ If cloud cover is more than 3%, select another nearest year.

⁶ If cloud cover is more than 3%, select another nearest year.

⁷ The average for each month starting from January of a year when space images were taken.

- Prepare the thematic layers of the meteorological data according to the list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Collect data on clay, carbon, ammonia and nitrate content in organic soils according to organic soil types listed in Annex 1;
- Prepare the thematic layers of organic soils data according to the list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Evaluate above-ground leaving biomass for each classified land cover type for the years when employed space images were taken and for 10 northern oblasts of Ukraine;
- Prepare the thematic layers of above-ground leaving biomass data according to list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Collect below-ground water level data (the average for each month starting from January of a year when space images were taken) for the years when employed space images were taken and for 10 northern oblasts of Ukraine;
- Prepare the thematic layers of below-ground water level data according to list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Evaluate GHG emissions⁸ from organic soils for the years when employed space images were taken and for 10 northern oblasts of Ukraine, employing the methodology described in Annex 2;
- Prepare the thematic layers of GHG emission data according to list of thematic layers in Annex 1 for 10 northern oblasts of Ukraine;
- Prepare a technical report containing the data on GHG emission evaluation for organic soils of Ukraine in 1990 (or the nearest year used) and 2014 (or the nearest year used) and a balance for the reporting period for 10 northern oblasts of Ukraine.

4. EXPECTED OUTPUTS / DELIVERABLES UNDER THE ASSIGNMENT

1. LandSat TM space images with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 1990⁹ and 2014¹⁰ for 10 northern oblasts of Ukraine, which include Volyn, Zhytomyr, Kyiv, Lviv, Poltava, Rivne, Sumy, Ternopil, Khmelnytsky, and Chernigiv oblasts (by July 15, 2015);
2. The LandSat TM space images, with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 1990¹¹ and 2014¹² for 10 northern oblasts of Ukraine, corrected in WGS 86 coordinate system (by July 15, 2015);
3. The LandSat TM space images, with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 1990¹³ and 2014¹⁴ for 10 northern oblasts of Ukraine, containing masks that cover lands with mineral soils (by July 15, 2015);

⁸ GHG emissions include CO₂, CH₄ and N₂O.

⁹ If cloud cover is more than 3%, select another nearest year.

¹⁰ If cloud cover is more than 3%, select another nearest year.

¹¹ If cloud cover is more than 3%, select another nearest year.

¹² If cloud cover is more than 3%, select another nearest year.

¹³ If cloud cover is more than 3%, select another nearest year.

¹⁴ If cloud cover is more than 3%, select another nearest year.

4. The LandSat TM space images, with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 1990¹⁵ for 10 northern oblasts of Ukraine, classified in the boundaries of lands with organic soils according to the following classes of land cover (by July 15, 2015):
 - land with broadleaves trees on drained organic soil, land with coniferous trees on drained organic soil, scrubland on drained organic soil, grassland on drained organic soil, annual cropland on drained organic soils, open water on drained organic soil, other lands on drained organic soils, and
 - land with broadleaves trees on wet organic soil, land with coniferous trees on wet organic soil, scrubland on wet organic soil, grassland on wet organic soil, open water on wet organic soil, other lands on wet organic soils;
5. The LandSat TM space images, with five channels (Blue, Green, Red, Red Edge, NIR) taken in July – August and September – October of 2014¹⁶ for 10 northern oblasts of Ukraine, classified in the boundaries of lands with organic soils created according to the following classes of land cover (by July 15, 2015):
 - land with broadleaves trees on drained organic soil, land with coniferous trees on drained organic soil, scrubland on drained organic soil, grassland on drained organic soil, annual cropland on drained organic soils, open water on drained organic soil, other lands on drained organic soils, and
 - land with broadleaves trees on wet organic soil, land with coniferous trees on wet organic soil, scrubland on wet organic soil, grassland on wet organic soil, open water on wet organic soil, other lands on wet organic soils;
6. A set of the thematic layers of land covers, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the year 1990 (or the year when employed space images were taken), and presented in Excel format (by August 15, 2015);
7. A set of the thematic layers of land covers, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the year 2014 (or the year when employed space images were taken), and presented in Excel format (by August 15, 2015);
8. A data set on air temperature, precipitation, air humidity¹⁷ for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by August 15, 2015);
9. A set of the thematic layers of the meteorological data, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by August 15, 2015);
10. A set of data on clay, carbon, ammonia and nitrate content in organic soils presented in Excel format (the average for organic soil types) (by August 15, 2015);
11. A set of the thematic layers of the organic soil data, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine, and presented in Excel format (by December 01, 2015);

¹⁵ If cloud cover is more than 3%, select another nearest year.

¹⁶ If cloud cover is more than 3%, select another nearest year.

¹⁷ The average for each month starting from January of a year when space images were taken.

12. A set of the thematic layers of above-ground leaving biomass data, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by December 01, 2015);
13. A set of data on below-ground water level (the average for each month starting from January of the year when space images were taken) for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by December 01, 2015);
14. A set of the thematic layers of below-ground water level data, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by December 01, 2015);
15. A set of thematic layers of GHG emission data, created according to the list of thematic layers in Annex 1, for 10 northern oblasts of Ukraine and for the years when employed space images were taken, and presented in Excel format (by December 01, 2015);
16. A technical report in Word format containing data on GHG emission evaluation for organic soils of Ukraine in 1990 (or the nearest year used) and 2014 (or the nearest year used) and a balance for this period for 10 northern oblasts of Ukraine. The document should be detailed, written in Ukrainian and accompanied with abstract in English. The draft document (in the form of binded document and in an electronic format) should be sent to the project for comments by December 15, 2015. The final version, including consideration of the project and MENR's comments, should be submitted by February 15, 2016.

The implementation of the contract is envisaged to start in May 2015.

The proposals shall include detailed methodology of the work, implementation schedule, indicating completion timeframes for each deliverable and taking into account the final deadlines.

The Offerors should submit the proposals in English or Ukrainian languages.

5. IMPLEMENTATION ARRANGEMENTS AND CONDITIONS OF ENGAGEMENT

5.1 General Provisions

- The UNDP will establish and communicate formatting requirements for the reports and documents, which will be prepared/developed by the Contractor. The Contractor shall use/apply such formatting requirements in preparation, revision and adjustment of the documents required by the Project under this engagement;
- Any copyrights and other kinds of intellectual property emerging in the course of contract implementation and produced by the Contractor under the contract shall be retained by UNDP. The Contractor shall not be entitled for any intellectual property in this regard;
- Any documents and/or information owned by UNDP and any other entities provided or shared by UNDP to the Contractor in the course of contract implementation shall remain confidential and shall not be disclosed or shared to other parties by the Contractor without written permission from authorized UNDP official;

- At UNDP side contract implementation will be coordinated and supervised by the Project Manager and the Contractor will be responsible to obtain his/her clearance of each drafted/revised document before its finalization. Upon request from the Project Manager the Contractor shall revise or correct the drafted documents and address all his/her comments;
- The Contractor shall nominate a dedicated team leader, who will be responsible for contract implementation, coordination and communication with the Project, logistics, planning and performance monitoring, reporting and other relevant activities.

5.2 Coordination and management

- The UNDP Project is responsible for the stakeholder consultation on deliverables;
- The UNDP will approve the deliverables upon consultations with the Ministry of ecology and natural resources of Ukraine;
- The payments will be made upon approval of corresponding deliverables by UNDP.

5.3 Contractual and payment arrangements

- UNDP Standard Contract for Professional Services will be signed with the selected Contractor. The Contract will be in 2 languages, where English language prevails over Ukrainian;
- Standard UNDP payment terms – up to 30 days after receipt of the original invoice and satisfactory fulfillment of the contractual obligations/deliverables. The payments will be made upon endorsement by UNDP. The Payments will be made as following: 40% - after submission of (Deliverables 1-5); 35% - after submission of (Deliverables 6-10); 15% - after submission of (Deliverables 11-15); 10% - after submission of Deliverable 16.

6. REQUIRED MINIMUM QUALIFICATIONS AND EXPERIENCE OF THE OFFERORS

Experience and qualification requirements:

1. At the moment of proposal submission an Offeror shall be: Properly registered company/organization.
2. Minimum 3 years of professional experience. Confirmation of past company relevant experience and examples or links to similar projects undertaken in the past; in case unavailable minimum 2 references from the past clients UNDP could obtain reference from.
3. Proven expertise and practical experience of the company or offered project team (formed team of experts) in GHG emissions and removals evaluation and working with satellite images.

Minimum requirements to experts / Team:

The Offeror should provide the list of the team involved, including team leader (head of the group with practical experience on managing tasks and/or projects aimed at estimation of greenhouse gas emissions and removals), key expert (having at least 3 years of experience in estimation of greenhouse gases

emissions and removals from organic soils) and other experts. The list should be accompanied with their CVs, indicating past experience.

Terms of Reference – Lot 2:

Brief Description of the Required Services: Verification of the Carbon Stock and Fluxes Assessment Methodology for Organic Soils

Site area: 3,000 ha

Site boundaries: Map attached in Annex 1

1. INTRODUCTION. ASSIGNMENT BACKGROUND

Introduction

The project is part of a broader EU financing package 'Clima East: Supporting Climate Change Mitigation and Adaptation in Neighbourhood East and Russia' which will be implemented in the years 2013-2016 in cooperation with the partner countries Armenia, Azerbaijan, Belarus, Georgia, Moldova, Russian Federation and Ukraine. The Ukrainian peatlands project is part of a single program financed by EC implemented by UNDP in cooperation with national and international partner organizations. The main aim of the package is to show through pilot projects the feasibility of ecosystem-based approaches to climate change, meaning that intact ecosystems such as peatlands, permafrost landscapes, boreal forests and pasture land can have a strong and cost-efficient positive effect both on climate change mitigation and adaptation.

The Ukrainian project deals with peatlands ecosystems. The Clima East project package is financed from the Regional Action Programme 2011-2013 of the EU Eastern Neighborhood and Partnership Instrument, ENPI. The Project contents have been identified by a joint consultative process with the seven partner countries and form concrete elements of the climate change relations of the European Union with this region. Results achieved in the ecosystems-based pilot projects will be integrated into adaption and mitigation strategies of EC future development support. Results of all country pilots will be presented, discussed and communicated through existing regional climate change cooperation structures (Eastern Partnership Environment and Climate Change Panel, EU-Russia climate change sub-group, et.al.). These structures will also exercise a controlling and guiding function during implementation, as far as the broad thematic priorities of Clima East are concerned. Each country project will be implemented in a standard way, using UNDP current rules and procedures.

Project Objectives

The aim of the project in Ukraine is to contribute to the climate change mitigation capacity building by means: (1) building capacity of the National GHG inventory system of Ukraine in sector land use/land use change/forestry (LULUCF), namely organic soils carbon stock changes accounting; (2) developing and testing at pilot region practical ecosystem-based approach for degraded private arable peatlands conversion to semi-natural conditions with high value for local people and biodiversity conservation.

The objective of the pilot project in Ukraine is to demonstrate how within one landscape certain areas of abandoned degraded agricultural peatlands that emit carbon can be restored, while adjacent

areas can be protected at the same time to increase carbon sequestration. The model will demonstrate local community involvement and resolution of land tenure difficulties, and will be fed into the National Green Investment Scheme, in view of triggering a series of follow-up restoration projects. In order to document the demonstration activities, a scientific monitoring program has to be put in place, and hence the project will strengthen the inventory and carbon accounting for peatlands in peatland-rich districts of Ukraine using the experience of the GHG emissions modelling.

In Ukraine up to 1 mln ha of peatlands drained during last century, which turn peatland-based wetlands from sink to source of carbon. The economic value of drained peatlands is dropped soon after the melioration. During the last decades, the drained peatlands changed ownership from state to private and are neglected.

As a result, drained peatlands-based ecosystems with mixed, private-municipal structure of land ownerships are source of GHG emissions with very low use for local development. Limited experiences are available for peatlands rehabilitation at ecosystem level with respect of climate change mitigation, local communities' development and biodiversity conservation.

The State Environment Investment Agency is one of the initiators of the proposal and its key Government partner. The Agency has been fully engaged in the preparation of this proposal in collaboration with national experts and UNDP.

Target group: Government of Ukraine, national scientific institutes, public and non-governmental organizations, people of Ukraine.

Project Strategy

The project targets Nizhyn Rayon in Chernigov Region, which is one of ten regions of Ukraine, where 95% of drained peatlands are located. Activity 1 will deal with inventory of peatlands in the whole 10 administrative oblasts in the northern part of the country since no such inventory has been undertaken so far, and will also create the basis for the inclusion of peatlands in the Green Investment Scheme on the national level. Activity 2 (restoration in an area where no other donor projects have been active) and Activity 3 (protected areas strengthening in the peatland area of high value which had not been covered by any project so far) will be implemented in Chernigov Region. Chernigov region is located in Polissya in the northern part of Ukraine (neighbor to Sumy, Poltava and Kyiv regions) and borders the Russian Federation and the Republic of Belarus. The land ownership is a mix of private and municipal. The lands were formerly pastures and hayfields. The GHG emission reduction potential of the restoration project (Output 2) is in the range of 4 tCO₂eq/ha/year (based on ICI experience of projects in a similar ecological context in different countries). The project will also restore the hydrological regime at the peatlands, and introduce sustainable economic resource-use such as biomass harvesting and grazing. Under Activity 3 the project will strengthen the protected areas status of surrounding well maintained peatlands at an area of 16,000 ha.

The Chernigov region was selected based on following criteria:

(8) Large areas of drained peatlands requiring restoration, which have not been attended through restoration or protection so far and are neglected.

(9) Large areas of drained peatlands which is source of high GHG emission now, with potential risk increasing of emission due to climate change in case of absent of the project activities and can be turned into carbon sink area due to restoration of natural level of underground water and vegetation cover management

(10) Political support of the regional and local authorities

(11) Support from the land owners,

(12) Potential for expansion of the protected areas network upon completion of the peatland re-wetting activities

(13) Existing positive experience of work in the region

(14) High potential for replication because the target area is quite representative of the overall peatland ecosystems in Ukraine.

2. ASSIGNMENT'S OBJECTIVES

The aim of the assignment is to verify the carbon stock and fluxes assessment methodology for organic soils (attached).

Final beneficiary and recipient of deliverables under the assignment is UNDP. The UNDP will approve the deliverables upon consultations with the Ministry of ecology and natural resources of Ukraine (MENR).

3. SCOPE OF THE ASSIGNMENT

The selected Contractor shall perform the following activities:

- Purchase RapidEye space images with five channels (Blue, Green, Red, Red Edge, NIR) for the site area for the period July – August 2015;
- Conduct radiometric, sensor, geometric and air correction of the space images in WGS 86 coordinate system;
- Classify the space images in the boundaries of the project site according to the classes of land cover (strata) listed in Annex 2;
- Prepare the thematic layers of land cover within the boundaries of the project site according to the list of land cover classes (strata) in Annex 2;
- Collect average monthly data on air temperature, precipitation and air humidity for the site area for the year 2015, starting from January 2015;
- Prepare the thematic layers of the meteorological data for the site area for each month of 2015, starting from January 2015 (see the relevant list of thematic layers in Annex 3);
- Collect data on clay, carbon, ammonia and nitrate content in organic soils of the site area;
- Prepare the thematic layers of the organic soil data for the site area (see the relevant list of thematic layers in Annex 3);
- Evaluate above-ground leaving biomass for each classified land cover type of the site area by means of remote sensing methods;
- Evaluate above-ground leaving biomass for each classified land cover type of the site area for July – August 2015 by means of ground truth methods;

- Prepare the thematic layers of data on above-ground leaving biomass for the site area and for each month of 2015 (see the relevant list of thematic layers in Annex 3);
- Collect average monthly data on below-ground water level for the site area for the year 2015, starting from January 2015;
- Prepare the thematic layers of data on below-ground water level for the site area and for each month of 2015, starting from January 2015 (see the relevant list of thematic layers in Annex 3);
- Evaluate GHG emissions¹⁸ from organic soils of the site area, using the data gathered by means of remote sensing methods, for 2015 in total and separately for each month, starting from January 2015 and ending with December 2015;
- Evaluate GHG emissions¹⁹ from organic soils of the site area, using the data collected by means of ground truth methods, for 2015 in total and separately for each month, starting from January 2015 and ending with December 2015;
- Prepare the thematic layers of GHG emission data for the site area for 2015 in total and separately for each month, starting from January 2015 and ending with December 2015 (see the relevant list of thematic layers in Annex 3);
- Prepare a technical report on the results of the verification of Carbon Stock and Fluxes Assessment Methodology for Organic Soils by means of ground truth data collection methods.

4. EXPECTED OUTPUTS / DELIVERABLES UNDER THE ASSIGNMENT

1. RapidEye space images with five channels (Blue, Green, Red, Red Edge, NIR) for the site area for the period July – August 2015 (by October 30, 2015);
2. The RapidEye space images for the site area corrected in WGS 86 coordinate system (by June 30, 2015);
3. A set of the thematic layers of project site land covers created according to the list of land cover classes (strata) described in Annex 2, presented in Excel format (by June 30, 2015);
4. A data set on air temperature, precipitation, air humidity²⁰ for the site area and for the year 2015, starting from January 2015, presented in Excel format (by June 30, 2015);
5. A set of the thematic layers of the meteorological data created for the site area and for each month of 2015, starting from January 2015 (see the relevant list of thematic layers in Annex 3), presented in Excel format (by June 30, 2015);
6. A set of data on clay, carbon, ammonia and nitrate content in organic soils of the site area, presented in Excel format (by June 30, 2015);
7. A set of the thematic layers of the organic soil data created for the site area (see the relevant list of thematic layers in Annex 3), presented in Excel format (by June 30, 2015);
8. A set of data on above ground leaving biomass for each classified land cover type of the site area and for the year 2015, collected by means of remote sensing methods and verified by ground truth methods, and presented in Excel format (by August 30, 2015);

¹⁸ GHG emissions include CO₂, CH₄ and N₂O.

¹⁹ GHG emissions include CO₂, CH₄ and N₂O.

²⁰ The average for each month starting from January 2015.

9. A set of the thematic layers of data on above-ground leaving biomass created for the site area and for each month of 2015 (see the relevant list of thematic layers in Annex 3), presented in Excel format (by October 30, 2015);
10. A set of average monthly data on below-ground water level collected for the site area starting from January 2015, and presented in Excel format (by October 30, 2015);
11. A set of the thematic layers of data on below-ground water level created for the site area and for each month of 2015, starting from January 2015 (see the relevant list of thematic layers in Annex 3), presented in Excel format (by October 30, 2015);
12. A set of the thematic layers of GHG emission data, generated from the remote sensing data, for the site area and for the year 2015 in total and separately for each month of 2015, starting from January and ending with December (see the relevant list of thematic layers in Annex 3), presented in Excel format (by October 30, 2015);
13. A set of the thematic layers of GHG emission data, generated from the ground truth data, for the site area and for the year 2015 in total and separately for each month of 2015, starting from January and ending with December (see the relevant list of thematic layers in Annex 3), presented in Excel format (by December 15, 2015);
14. A technical report in Word format containing the results of verification of Carbon Stock and Fluxes Assessment Methodology for Organic Soils by means of ground truth methods of data collection. The document should include the results of estimation using the distance methods of data collection and ground methods of data collection, comparison of two estimation's methods, recommendations on preferable method and propositions on improving the methodology for decreasing the level of error. The document should be detailed, written in Russian and accompanied with abstract in English. The draft document (in the form of binded document and in an electronic format) should be sent to the project for comments by November 01, 2015. The final version, including consideration of the project and MENR's comments, should be submitted by December 15, 2015.

The implementation of the contract is envisaged to start in May 2015.

The proposals shall include detailed methodology of the work, implementation schedule, indicating completion timeframes for each deliverable and taking into account the final deadlines.

The Offerors should submit the proposals in English or Ukrainian languages.

5. IMPLEMENTATION ARRANGEMENTS AND CONDITIONS OF ENGAGEMENT

5.1 General Provisions

- The UNDP will establish and communicate formatting requirements for the reports and documents, which will be prepared/developed by the Contractor. The Contractor shall use/apply such formatting requirements in preparation, revision and adjustment of the documents required by the Project under this engagement;

- Any copyrights and other kinds of intellectual property emerging in the course of contract implementation and produced by the Contractor under the contract shall be retained by UNDP. The Contractor shall not be entitled for any intellectual property in this regard;
- Any documents and/or information owned by UNDP and any other entities provided or shared by UNDP to the Contractor in the course of contract implementation shall remain confidential and shall not be disclosed or shared to other parties by the Contractor without written permission from authorized UNDP official;
- At UNDP side contract implementation will be coordinated and supervised by the Project Manager and the Contractor will be responsible to obtain his/her clearance of each drafted/revised document before its finalization. Upon request from the Project Manager the Contractor shall revise or correct the drafted documents and address all his/her comments;
- The Contractor shall nominate a dedicated team leader, who will be responsible for contract implementation, coordination and communication with the Project, logistics, planning and performance monitoring, reporting and other relevant activities.

5.2 Coordination and management

- The UNDP Project is responsible for the stakeholder consultation on deliverables;
- The UNDP will approve the deliverables upon consultations with the Ministry of ecology and natural resources of Ukraine;
- The payments will be made upon approval of corresponding deliverables by UNDP.

5.3 Contractual and payment arrangements

- UNDP Standard Contract for Professional Services will be signed with the selected Contractor. The Contract will be in 2 languages, where English language prevails over Ukrainian;
- Standard UNDP payment terms – up to 30 days after receipt of the original invoice and satisfactory fulfillment of the contractual obligations/deliverables. The payments will be made upon endorsement by UNDP. The Payments will be made as following: **30%** - after submission of Deliverables 2-7; **15%** - after submission of Deliverable 8; **35%** - after submission of Deliverables 1, 9 -12; **20%** - after submission Deliverables 13 and 14.

6. REQUIRED MINIMUM QUALIFICATIONS AND EXPERIENCE OF THE OFFERORS

Experience and qualification requirements:

1. At the moment of proposal submission an Offeror shall be: Properly registered company/organization.
2. Minimum 3 years of professional experience. Confirmation of past company relevant experience and examples or links to similar projects undertaken in the past; in case unavailable minimum 2 references from the past clients UNDP could obtain reference from.

2. Proven expertise and practical experience of the company or offered project team (formed team of experts) in GHG emissions and removals estimation.

Minimum requirements to the team/experts:

The Offeror should provide the list of the team involved, including team leader (head of the group with practical experience on managing tasks and/or projects aimed at estimation of greenhouse gas emissions and removals), key expert (having at least 3 years of experience in estimation of greenhouse gases emissions and removals from organic soils) and other experts. The list should be accompanied with their CVs, indicating past experience.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION²¹

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery²²)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. RFQ UKR/2015/25:

TABLE 1 : BRIEF COMPANY PROFILE

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's core activities	
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

²¹ This serves as a guide to the Supplier in preparing the quotation and price schedule.

²² Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 (if any).
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Please confirm (Answers: Yes, we are in the list/No, we are not in the list)

Table 2: EXPERTISE OF FIRM/ ORGANISATION

EXPERTISE OF FIRM/ ORGANISATION						
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFQ.</i></p> <p><u>Examples of previous similar works:</u></p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

TABLE 3: Offer to Provide Professional Services with Terms of Reference:

Lot 1: Evaluation of greenhouse gas emissions for 10 northern oblasts of Ukraine based on developed methodology and software:

A. 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>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

B. Cost Breakdown by Cost Component:

Item #	Description of service		Delivery date	Unit Price	
--------	------------------------	--	---------------	------------	--

		Quantity /duratio n			Total price of proposal
	All-inclusive total price				

Lot 2: Verification of the Carbon Stock and Fluxes Assessment Methodology for Organic Soils:

A. 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>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

B. Cost Breakdown by Cost Component:

Item #	Description of service	Quantity /duratio n	Delivery date	Unit Price	Total price of proposal
	All-inclusive total price				

TABLE 3: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Minimum 3 years of professional experience			
Payment conditions			
Compliance with requirements of ToR			
Validity of Quotation (min. 60 days)			
All Provisions of the UNDP General Terms and Conditions. http://www.undp.org/content/undp/en/home/operations/pr ocurement/how we buy/contract terms/			

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]

[Designation]

[Date]

Annex 4

Model Contract for Professional Services between UNDP and a Company or other entity²³

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 meeting²⁴[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.

²³This 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.

²⁴ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are fully acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Terms of Reference, as appropriate.

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

NameSpecializationNationalityPeriod of service

....

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report/..../....

Final report/..../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment²⁵

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:

²⁵ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

<u>MILESTONE</u> ²⁶	<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 payment²⁷

- 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]**.²⁸

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

²⁶ 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.

²⁷ 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.

²⁸ 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.

required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions²⁹

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

4.1.1. Security

The Contractor shall:

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

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

4.2 Audits and Investigations

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

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

4.3 Anti-terrorism

²⁹ 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.

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.³⁰
- 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.³¹
- 4.6 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.³²
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.

³⁰ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant and may be used for payments under \$50,000 when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

³¹ 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.

³² 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]**