



REQUEST FOR QUOTATION (RFQ) (Services)

All Interested	DATE: May 27, 2015
	REFERENCE: RFQ UKR/2015/39

Dear Sir / Madam:

We kindly request you to submit your quotation for: **Production of training video on HIV/AIDS, harm reduction and drug dependence treatment to be used for police professional development** 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) June 10, 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	n/a	
Deadline for the Submission of Quotation	23:59, Wednesday, June 10, 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; <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 3 references from the past clients UNDP could obtain reference from <input checked="" type="checkbox"/> CVs of proposed team members	
	<input checked="" type="checkbox"/> 60 days	

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.

Period of Validity of Quotes starting the Submission Date	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 checked="" type="checkbox"/> Not permitted <input 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:								
	<table><tr><th>Outputs/Percentage/Timing</th><th>Condition for Payment Release</th></tr><tr><td>50% - after completion of Deliverable A of the ToR</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>25% - after completion of Deliverable B of the ToR</td></tr><tr><td>25% - after completion of Deliverable C of the ToR</td></tr></table>			Outputs/Percentage/Timing	Condition for Payment Release	50% - after completion of Deliverable A 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.	25% - after completion of Deliverable B of the ToR	25% - after completion of Deliverable C of the ToR
Outputs/Percentage/Timing	Condition for Payment Release								
50% - after completion of Deliverable A 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.								
25% - after completion of Deliverable B of the ToR									
25% - after completion of Deliverable C of the ToR									

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.

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 5 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 checked="" type="checkbox"/> One and only one supplier <input 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).
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"/> 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/ (Annex 3) <input checked="" type="checkbox"/> Model contract for Professional services (attached herein as Annex 4) Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

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.

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.
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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 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

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.

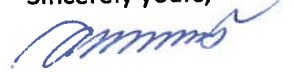
about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>

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)

May 27, 2015

Annex 1

Terms of Reference

Project name: XCEA01: Partnership on effective HIV prevention and care among vulnerable groups in Central Asia and Eastern Europe, Phase II

Description of the assignment/Post title: Production of training video on HIV/AIDS, harm reduction and drug dependence treatment to be used for police professional development.

Country / Duty Station: Home based, Kyiv

Starting date of assignment: June 15th

Duration of assignment/or end date (if applicable): 7 months

Supervisor's name and functional post: UNODC HIV/AIDS Advisor for Ukraine and Moldova

Payment arrangements: Lump Sum (payments linked to deliverables)

Administrative arrangements: The assignment does not require any local travel and other related expenses.

Selection Method: Desk review

1. BACKGROUND

UNODC has specific mandates to assist countries to provide people who inject drugs and prison inmates with evidence-informed, comprehensive HIV prevention, treatment and care services through advocacy; support in developing effective legislation and policies; support in developing comprehensive evidence-based strategies and programmes; building capacity of national stakeholders including government agencies, civil society and community organizations to ensure optimum coverage of these population groups with HIV services.

Since 2011 UNODC has been implementing USAID-supported HIV-LEDGE project in Ukraine that addresses programmatic aspects and capacity building needs with the ultimate aim to improve availability, coverage and quality of HIV and drug dependence treatment services for people who inject drugs and prison inmates.

The project facilitates increasing of understanding of the role of law enforcement sector in supporting effective national response to HIV/AIDS. Police influences on access of key-affected populations, including people who inject drugs (PWID), to HIV/AIDS and drug dependence treatment services and harm reduction programmes.

In cooperation with the National Academy of Internal Affairs, UNODC initiated education activities for cadets of police training institutions and police officers to raise their awareness on HIV/AIDS, harm reduction and drug dependence issues. Within this cooperation, UNODC supports production of three (3) training videos for police officers covering related topics.

The video will be delivered to the National Academy of Internal Affairs to be used during police professional development trainings to improve knowledge and understanding of police regarding HIV/AIDS prevention and treatment programmes for key affected populations, harm reduction and drug dependence treatment programmes, reduction of occupational risks and human rights based policing of

key affected populations.

2. MAIN OBJECTIVE OF THE ASSIGNMENT

This assignment aims at support of development of the police professional development system to meet needs of police officers in contemporary knowledge and skills regarding HIV/AIDS and drug dependence treatment, and human-rights based approaches to policing of key affected populations, including people who inject drugs.

3. DESCRIPTION OF RESPONSIBILITIES/SCOPE OF WORK

The Contractor is responsible for production of three 10 minutes training video covering issues as follows:

- role and functions of police in implementation of HIV/AIDS prevention and treatment programmes for people who inject drugs, harm reduction programmes, including needle and syringe exchange (NSP) and opioid substitution programmes (OST);
- drugs, drug dependence and contemporary approached to drug dependence treatment for people who inject drugs;
- vulnerability, human-based approaches to policing of key effected populations;
- reduction of occupational risks related to HIV/AIDS, including save search and pother measures of self-protection;

The production of the training video includes development of the scenario for each video (in cooperation with expert group of the National Academy for Internal Affairs and under supervision of UNODC), shooting brief interviews with experts, shooting on the base OST sites, at the National Academy of Internal Affairs and other localities in Kyiv (streets and police stations).

The Contractor is fully responsible for ensuring quality of the video, shooting, sound and equipment, and involved actors.

The interaction with relevant experts and representatives of the National Academy of Internal Affairs will be organized via UNODC.

The final product (each of the three training videos) should meet following requirements:

- High quality of video and sound relevant for usage as training materials during lectures and other training activities (at least for video: codec H264, bit rate ~8000 kb/sec., expansion 1920x1080; for sound: codec AAC, bit rate ~256 kb/sec.);
- The original video should be on Ukrainian with subtitles in Russian and English;
- The video should not exceed 10 minutes, including titles;
- The video should follow scenario, developed in cooperation with the National Academy for Internal Affairs and approved by UNODC;
- Should include graphic or/and animation elements (where appropriate) to illustrate explanations given by experts;
- The video should be delivered to UNODC in .mp4 and DVD formats with options of navigation.

4. DELIVERABLES

The contractor is expected to provide the following deliverables:

Deliverable	Output	Working days	To be accomplished by	% of contract amount
A.	Scenario of three 10 minutes video, developed in cooperation with National Academy for Internal Affairs	10	June 30	50%
B.	Draft version of three 10 minutes training videos	20	August 15	25%
C.	Final version of three 10 minutes training videos	15	September 15	25%

5. MONITORING/REPORTING REQUIREMENTS

The Contractor will report directly to UNODC Regional HIV/AIDS Advisor for Ukraine and Moldova, and/or a staff member designated by the Advisor, and will provide brief progress updates not less than weekly. The Contractor will provide outputs, which meet the satisfaction of UNODC Regional HIV/AIDS Advisor in Ukraine and Moldova on the due dates and as provided for in these Terms of Reference.

6. EXPERIENCE AND QUALIFICATIONS REQUIREMENTS

The contractor must meet the following qualifications:

- Be registered as company or private entrepreneur in Ukraine;
- The Offeror should have legal right to operate in respective area;
- Have at least 5 years of proved experience of video production, including documentary;
- Have proven experience of production of training videos with usage of graphic and animation elements on social or medical thematic;
- The Offeror should involve qualified personnel (script writer, cameramen, director, technical producer, specialists for animation, actors, make up specialist and other) with at least of 3 years of relevant experience.

Annex 2

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁵

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁶)

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/2015/39:

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	
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);	
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, etc.

⁵ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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:

A. Cost Breakdown per Deliverable

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

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

B. Cost Breakdown by Cost Component:

#	Service /Activity	Unit	# of Units	Unit cost	Total
Personnel					
1	Script writer	day	12		
2	Camermen	day	8		
3	Director	day	45		
4	Technical producer	day	30		
5	Specialists for animation	day	12		
6	Actor (3 actors)	day	8		

7	Make up specialist	day	8		
8	Assistant	day	45		
9	Sound crew	day	12		
10	Other personnel (please, specify)	day			
Equipment					
1	Light equipment	day	6		
2	Sound equipment	day	6		
3	Additional equipment (please, specify)	day	6		
Other services/expenses					
1	Logistic costs (travel, catering etc.)	day	10		
2	Written translation into Russian and English	Page (1800 signs without spaces)	20		
3	DVD design and navigation programming	day	5		
4	Other services (please specify)	Unit (to be specified)			
Subtotal					
1	Production fee	%			
2	Miscellaneous	%			
3	Taxes	%			
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 5 years of professional experience			
Implementation Schedule			
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/procurement/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 entity⁷

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 meeting⁸[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.

⁷This 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.

⁸ 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 Payment⁹

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:

⁹ 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> ¹⁰	<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 payment¹¹

- 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]**.¹²

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

¹⁰ 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.

¹¹ 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.

¹² 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 conditions¹³

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

¹³ 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.¹⁴
- 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.¹⁵
- 4.6 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.¹⁶
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.

¹⁴This 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.

¹⁵ 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.

¹⁶ 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]**