



## REQUEST FOR PROPOSAL (RFP)

All interested	DATE: September 30, 2015
	REFERENCE: RFP UKR/2015/099

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Organizing training for internally displaced people (IDPs) in IT (front-end development) – Re-announced.**

- Lot 1 Organizing training in IT (front-end development) for IDPs in the city of Kiev;**
- Lot 2 Organizing training in IT (front-end development) for IDPs in the city of Kharkiv;**
- Lot 3 Organizing training in IT (front-end development) for IDPs in the city of Zaporizhia;**
- Lot 4 Organizing online training for IDPs in IT (front-end development).**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **23:59 (Kyiv time) Tuesday, October 13, 2015** and via email to the address below:

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

Your Proposal must be expressed in the **English or Ukrainian**, and valid for a minimum period of **90 days**.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

**NB! The Offeror shall create several archive files (2 or more depending on the number of lots to which the company submits the proposal, \*.zip format only!): first should include technical proposal (there is no need to protect technical part by the password), others**

**should include financial proposals for each Lot separately and be encrypted with different passwords. Both files should be attached to the email letter.**

During evaluation process only technically compliant companies will be officially asked by UNDP procurement unit via email to provide password to archive with financial proposal. Please do not include the password either to email letter or technical proposal and disclose before official request.

Messages should **not exceed 5 MB in size**. Offers larger than 5 MB should be split into several messages and each message subject should indicate “part x of y” besides the marking mentioned in the announcement and the solicitation documents. Messages larger than 5 Mb will not be delivered. *All electronic submissions are confirmed by an automatic reply.*

The Offeror shall mark the email letter/s:

Subject of the message should include: **“RFP UKR/2015/099”** and the name of tender: **Organizing training for internally displaced people (IDPs) in IT (front-end development)\_(number of Lot).**

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

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

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

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Ms. Andra Brige*  
*Business Development Specialist*  
*UNDP Ukraine*  
*09/30/2015*

## Annex 1

### Description of Requirements

Project name:	Project: <b>Rapid Response to the Social and Economic Issues of the Internally Displaced Persons in Ukraine</b>
Brief Description of the Required Services	<p><b>Organizing training for internally displaced people (IDPs) in IT (front-end development) – Re-announced.</b></p> <p>Lot 1 Organizing training in IT (front-end development) for IDPs in the city of Kiev;</p> <p>Lot 2 Organizing training in IT (front-end development) for IDPs in the city of Kharkiv;</p> <p>Lot 3 Organizing training in IT (front-end development) for IDPs in the city of Zaporizhia;</p> <p>Lot 4 Organizing online training for IDPs in IT (front-end development).</p>
The overall objective	<p><b>Overall Objectives and Tasks:</b></p> <p>The overall objective of implementing the IT training programmes is to create opportunities for internally displaced people to improve their competitiveness in the labour market and facilitate their employment by IT companies.</p> <p><b>The Contractor shall have to implement the following tasks:</b></p> <ul style="list-style-type: none"> <li>- To conduct an awareness campaign to attract IDPs to training and retraining in IT (front-end development);</li> <li>- To organize registration, testing and selection of candidates for training;</li> <li>- To organize training of the selected participants in front-end development (JavaScript/HTML/CSS);</li> <li>- To ensure appropriate testing of the participants upon completion of the training programme and issuance of documents (certificates, diplomas etc) attesting the level of knowledge obtained;</li> <li>- To provide internship and/or employment opportunities in the IT industry for those who have completed the training programme.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager

Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	<b>Depends on Lot, according to the Terms of Reference</b>
Expected duration of work	<i>Up to 5 months from the date of contract's signature</i>
Target start date	October 2015
Latest completion date	February 2016
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	The Project will not provide any facilities, equipment, support personnel, support services or logistic
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) – strongly advised to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP shall arrange the payment in local currency based on the UN Operational Exchange Rate prevailing at the time of invoicing. For details please see: <a href="http://treasury.un.org">http://treasury.un.org</a> <input type="checkbox"/> Euro <input checked="" type="checkbox"/> UAH
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes (VAT should be clearly indicated in separate line) <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> <b>Permitted – by separate Lots</b>

Payment Terms <sup>1</sup>	<p>The payment for Contractor's services will be arranged in 5 stages after the completion of these tasks:</p> <ul style="list-style-type: none"> <li>- 25% of the total amount shall be paid upon completion of output 1 and submittal of Interim Report 1;</li> <li>- 25% of the total amount shall be paid upon approval of Interim Report 2;</li> <li>- 25% of the total amount shall be paid upon approval of Interim Report 3;</li> <li>- 25% of the total amount shall be paid upon approval of the Completion Report.</li> </ul> <p><i>Payment terms:</i> Not later than thirty (30) days as of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs;</p> <p>b) Receipt of invoice from the Service Provider.</p>
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><b><u>Technical Proposal (70%)</u></b></p> <input checked="" type="checkbox"/> Expertise of Firm/Organization submitting the proposal - 21%; <input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan- 43%; <input checked="" type="checkbox"/> Personnel- Key Experts/Consultants – 36%.

<sup>1</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	<b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors : <b>separate Lots</b>
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions - Available through the Link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/">http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/</a> <input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3) <input checked="" type="checkbox"/> Contract for professional services template (Annex 4)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<i>Procurement Unit          UNDP Ukraine          procurement.ua@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

<sup>2</sup> 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.

Documents to be submitted in proposal	<input checked="" type="checkbox"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any) <input checked="" type="checkbox"/> Copies of other licenses or certificates (if any); <input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years or Audited statements)  <input checked="" type="checkbox"/> <b><i>Letter of interest/letter of proposal, which briefly describes the methodology and/or approach to the performance of work (up to 2 pages);</i></b> <input checked="" type="checkbox"/> <b><i>Proposed time schedule with a list of key activities;</i></b> <input checked="" type="checkbox"/> <b><i>IT training methodology. The following elements are to be elaborated (up to 20 pages):</i></b> <ul style="list-style-type: none"> <li>• <b><i>Methodology of an awareness campaign to attract target groups to training;</i></b></li> <li>• <b><i>Approach to registration, testing and selection of candidates for training;</i></b></li> <li>• <b><i>Schedule of activities to organize training of the selected participants;</i></b></li> <li>• <b><i>Curriculum;</i></b></li> <li>• <b><i>Methodology of career counselling and employment of the training programme participants;</i></b></li> <li>• </li> </ul> <input checked="" type="checkbox"/> <b><i>Description of relevant past experience and at least two references from previous clients/customers/partners;</i></b> <input checked="" type="checkbox"/> <b><i>Personal CVs of the project team clearly reflecting their qualifications as required;</i></b> <input checked="" type="checkbox"/> Reference letters (at least 2).
Other Information Related to the RFP	<b><u>Administrative Requirements:</u></b> Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s: ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration ✓ Offers must comply with general administrative requirements: a) Properly registered company/organization; b) At least 2 years of working experience. Other information is available on <a href="http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/">http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/</a> ; For the information , please contact <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>



## Annex 2

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)*

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP UKR/2015/099 dated \_\_\_\_\_, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

**NB! If the Offeror submit the proposal for several Lots, no need to fill in Part A and B for each lot separately.**

#### A. Qualifications of the Service Provider

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :	
Full registration name	
Year of foundation	
Legal status	If Consortium, please provide written confirmation from each member
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Contact person phone	
Company/Organization'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
Latest Audited Financial Statement or Financial results (2013 -2014)	Copies of income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation
Track Record performed within the last 5 years	Please indicate here the List of clients for similar services as those required by UNDP, indicating description of contract scope (including titles of documents developed and analysis prepared), contract duration, contract value, contract references; Brief description of previous surveys carried out by the Organization (list);
Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 3 previous partners for reference	Please attach the signed reference letters <i>if any</i> .
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	Yes/No (Please choose)
Other relevant information	

**B. Proposed Methodology for the Completion of Services**

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

**Must include:**

- 1. Letter of interest/letter of proposal, which briefly describes the methodology and/or approach to the performance of work (up to 2 pages);**
- 2. Proposed time schedule with a list of key activities;**
- 3. IT training methodology. The following elements are to be elaborated (up to 20 pages):**
  - **Methodology of an awareness campaign to attract target groups to training;**
  - **Approach to registration, testing and selection of candidates for training;**

- *Schedule of activities to organize training of the selected participants;*
- *Curriculum;*
- *Methodology of career counselling and employment of the training programme participants;*

**4. *Description of relevant past experience and at least two references from previous clients/customers/partners;***

**5. *Personal CVs of the project team clearly reflecting their qualifications as required.***

### **C. Qualifications of Key Personnel**

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

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

***b) CVs demonstrating qualifications;***

***c) Written confirmation from each personnel that they are available for the entire duration of the contract.***

***At least:***

***For LOTS 1, 2, 3, 4 separately:***

***1) Team Leader/Manager;***

***2) Assistant;***

***3) IT Instructor;***

***4) Interpersonal Communication and Self-Presentation Instructor;***

***5) Career Adviser.***

## Financial Proposal for Lot 1

**Lot No.1 Organizing training in IT (front-end development) for IDPs in the city of Kiev.**

**NB! If the Offeror submit the proposal for several Lots, financial proposals for each Lot should be archived separately and be encrypted with different passwords.**

**Parts D – E should be included to the financial proposal in password protected separate archive!!! Please do not provide the password until official request from Procurement Unit arrives.**

**D. Cost Breakdown per Deliverable\***

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

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

**E. Cost Breakdown by Cost Component *[This is only an Example but please stick to these categories]:***

The Financial Proposal should be submitted in a separate sealed envelope and include the following categories of costs.

No.	Activity / Expenses	Unit	Quantity	Cost per unit	Total, VAT excluded	VAT	Total, VAT included
1	Training	person	50				
2	Registration, testing and selection of participants	person	50				
3.	Awareness campaign						
3.1	Design and layout of informational materials						
3.2	Printing materials						
3.3	Dissemination of materials / advertising campaign						
3.4	One-day informational event	event	1				
3.5	Other expenses (please specify)						
4.	Employment assistance	person	50				

5.	Other expenses (if any – please specify the activities/expenses)						
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*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

## Financial Proposal for Lot 2

**Lot No.2 Organizing training in IT (front-end development) for IDPs in the city of Kharkiv.**

**NB! If the Offeror submit the proposal for several Lots, financial proposals for each Lot should be archived separately and be encrypted with different passwords.**

**Parts D – E should be included to the financial proposal in password protected separate archive!!! Please do not provide the password until official request from Procurement Unit arrives.**

### D. Cost Breakdown per Deliverable\*

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

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

### E. Cost Breakdown by Cost Component *[This is only an Example but please stick to these categories]:*

The Financial Proposal should be submitted in a separate sealed envelope and include the following categories of costs.

No.	Activity / Expenses	Unit	Quantity	Cost per unit	Total, VAT excluded	VAT	Total, VAT included
1	Training	person	50				
2	Registration, testing and selection of participants	person	50				
3.	Awareness campaign						
3.1	Design and layout of informational materials						
3.2	Printing materials						
3.3	Dissemination of materials / advertising campaign						
3.4	One-day informational event	event	1				
3.5	Other expenses (please specify)						

4.	Employment assistance	person	50				
5.	Other expenses (if any – please specify the activities/expenses)						

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

## Financial Proposal for Lot 3

**Lot No.6 Organizing training in IT (front-end development) for IDPs in the city of Zaporizhia.**

**NB! If the Offeror submit the proposal for several Lots, financial proposals for each Lot should be archived separately and be encrypted with different passwords.**

**Parts D – E should be included to the financial proposal in password protected separate archive!!! Please do not provide the password until official request from Procurement Unit arrives.**

### **D. Cost Breakdown per Deliverable\***

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

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

### **E. Cost Breakdown by Cost Component [This is only an Example but please stick to these categories]:**

The Financial Proposal should be submitted in a separate sealed envelope and include the following categories of costs.

No.	Activity / Expenses	Unit	Quantity	Cost per unit	Total, VAT excluded	VAT	Total, VAT included
1	Training	person	30				
2	Registration, testing and selection of participants		30				
3.	Awareness campaign						
3.1	Design and layout of informational materials						
3.2	Printing materials						
3.3	Dissemination of materials / advertising campaign						
3.4	One-day informational event	event	1				
3.5	Other expenses (please specify)						



4.	Employment assistance	person	30				
5.	Other expenses (if any – please specify the activities/expenses)						

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

## Financial Proposal for Lot 4

**Lot No.7 Organizing online training for IDPs in IT (front-end development).**

**NB! If the Offeror submit the proposal for several Lots, financial proposals for each Lot should be archived separately and be encrypted with different passwords.**

**Parts D – E should be included to the financial proposal in password protected separate archive!!! Please do not provide the password until official request from Procurement Unit arrives.**

**D. Cost Breakdown per Deliverable\***

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

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

**E. Cost Breakdown by Cost Component *[This is only an Example but please stick to these categories]:***

The Financial Proposal should be submitted in a separate sealed envelope and include the following categories of costs.

No.	Activity / Expenses	Unit	Quantity	Cost per unit	Total, VAT excluded	VAT	Total, VAT included
1	Online training	person	160				
2	Registration, testing and selection of participants	person	160				
3.	Awareness campaign						
3.1	Design and layout of informational materials						
3.2	Dissemination of materials / advertising campaign						
3.3	Other expenses (please specify)						
4.	Employment assistance	person	160				

5.	Other expenses (if any – please specify the activities/expenses)						
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*[Name and Signature of the Service Provider's  
Authorized Person]  
[Designation]  
[Date]*

## TERMS OF REFERENCE

**Project name:** Rapid Response to Social and Economic Issues of Internally Displaced People in Ukraine

**Description of the assignment:** Organizing training for internally displaced people (IDPs) in IT (front-end development) – Re-announced.

Lot 1 Organizing training in IT (front-end development) for IDPs in the city of Kiev;

Lot 2 Organizing training in IT (front-end development) for IDPs in the city of Kharkiv;

Lot 3 Organizing training in IT (front-end development) for IDPs in the city of Zaporizhia;

Lot 4 Organizing online training for IDPs in IT (front-end development).

**Country/duty station:** Ukraine (Kiev, Kharkiv, Zaporizhia)

**Expected places of travel (if applicable):** Travel within Ukraine

**Starting date of the assignment:** October 2015

**Duration of the assignment or end date (if applicable):** February 2016

**Supervisor's name and functional post:** Ruslan Fedorov/ Project Manager

### I. PREAMBLE

This initiative focused on organizing IT training for IDPs will be implemented in the framework of the UNDP 'Rapid Response to Social and Economic Issues of Internally Displaced People in Ukraine' Project.

The '**Rapid Response to Social and Economic Issues of Internally Displaced People in Ukraine**' is a UNDP project funded by the Government of Japan. The Project aims to support the Government of Ukraine in ensuring effective response to challenges faced by IDPs in Ukraine. The Project is being implemented in partnership with the Ministry of Social Policy of Ukraine and other governmental and non-governmental organizations at the national and regional levels. The overall objective of the Project is to strengthen the coping mechanisms for improving livelihoods of IDPs in their new locations and, where appropriate, to support their reintegration into their home locations.

*The 'Rapid Response to Social and Economic Issues of Internally Displaced People in Ukraine' Project is implemented through three main components:*

1. Enhancing governmental capacity for effective planning, management and coordination of response to IDP issues at the national and sub-national levels;
2. Improving livelihoods of IDPs by ensuring their access to public services and employment;
3. Encouraging sustainable integration/reintegration of IDPs and social cohesion.

*The Project beneficiaries include IDPs, host communities, central and local authorities in Kharkiv, Dnipropetrovsk, Kiev, Zaporizhia, Odessa and Poltava regions, as well as the territories of Donetsk and Luhansk regions under the control of the Government of Ukraine.*

## **Context**

According to the Ministry of Social Policy of Ukraine, 1 401 113 internally displaced people have been registered across the country as of 27 July 2015<sup>5</sup>. The IDPs are scattered throughout the country, with their highest concentrations in the territories of Donetsk and Luhansk regions under the control of the Government of Ukraine and in the territories bordering Donbass. Among the IDPs, the highest numbers are women and children (35% and 34% respectively) with men constituting around 20 percent and disabled people making around 11 percent. Some of the IDPs are staying with their friends or relatives while others are renting housing or living in collective centres.

Most of the IDPs having very limited financial resources, they are in dire need of employment to earn regular incomes. Among the factors making their search for new jobs difficult are their irrelevant previous job experience and their limited access to retraining programmes. Implementation of IT training programmes aims to improve IDPs' livelihoods in the framework of Component 2 of the Project.

## **II. OVERALL OBJECTIVES AND TASKS**

The overall objective of implementing the IT training programmes is to create opportunities for internally displaced people to improve their competitiveness in the labour market and facilitate their employment by IT companies.

The Contractor shall have to implement the following tasks (Lot 1, Lot 2, Lot 3, Lot 4):

- To conduct an awareness campaign to attract IDPs to training and retraining in IT (front-end development);
- To organize registration, testing and selection of candidates for training;
- To organize training of the selected participants in front-end development (JavaScript/HTML/CSS);
- To ensure appropriate testing of the participants upon completion of the training programme and issuance of documents (certificates, diplomas etc) attesting the level of knowledge obtained;
- To provide internship and/or employment opportunities in the IT industry for those who have completed the training programme.

Only IDPs shall be eligible for participation in the IT training and retraining programmes.

## **III. TERMS AND CONDITIONS, SCOPE OF WORK AND EXPECTED OUTPUTS**

During the period from October 2015 to February 2016 the Contractor shall have to implement the following tasks as agreed with the UNDP.

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<sup>5</sup>[http://www.mlsp.gov.ua/labour/control/uk/publish/article?art\\_id=179095&cat\\_id=107177](http://www.mlsp.gov.ua/labour/control/uk/publish/article?art_id=179095&cat_id=107177)

**General terms and conditions for providing offline IT training for IDPs (Lot 1, Lot 2, Lot 3):**

- The Contractor shall have to provide offline (classroom) training to:
  - 50 persons (Lot 1 – Kiev);
  - 50 persons (Lot 2 – Kharkiv);
  - 30 persons (Lot 3 – Zaporizhia).
- The Contractor shall ensure high quality of training in front-end development, including acquisition of technical, communication and self-presentation skills as well as career counselling to facilitate job search upon completion of the training programme.
- Offline (classroom) training shall be delivered in the following cities:
  - Lot 1 – Kiev;
  - Lot 2 – Kharkiv;
  - Lot 3 – Zaporizhia.
- Minimum number of training groups for Lot 1, Lot 2, Lot 3 – 3. Minimum class group size – 10 persons;
- Duration of offline training shall not exceed 4 months, 140 academic hours in total;
- The Contractor shall ensure wide target group information awareness of the IT training opportunities offered through social media, specialized web sites and NGOs working with IDPs as well as by making presentations of the programme;
- The Contractor shall ensure a transparent mechanism of selection of participants using the criteria pre-agreed with the Project;
- The Contractor shall monitor and analyze the statistics of employment of those who have completed the training programme;
- The Contractor shall coordinate their activities with the companies implementing IT training activities within the other Lots;
- The Contractor shall coordinate their activities with other partners/contractors of the UNDP 'Rapid Response to Social and Economic Issues of IDPs in Ukraine' Project to achieve synergies, wherever possible;
- While conducting the contracted activities, the Contractor shall ensure wide information coverage making proper references to the UNDP and the Government of Japan.

**General terms and conditions for providing online IT training for IDPs (Lot 4):**

- The Contractor shall provide online (distance) training to 160 persons;
- Minimum number of online training groups – 3. Minimum group size – 50 persons;
- Duration of online training shall not exceed 4 months, 140 academic hours in total;
- The Contractor shall ensure wide target group information awareness of the IT training opportunities offered through social media, specialized web sites and NGOs working with IDPs;

- The Contractor shall ensure high quality of training in front-end development, including acquisition of technical, communication and self-presentation skills as well as career counselling to facilitate job search upon completion of the training programme;
- The Contractor shall monitor and analyze the statistics of employment of those who have completed the training programme;
- The Contractor shall coordinate their activities with the companies implementing IT training activities within the other Lots;
- The Contractor shall coordinate their activities with other partners/contractors of the UNDP 'Rapid Response to Social and Economic Issues of IDPs in Ukraine' Project to achieve synergies, wherever possible;
- While conducting the contracted activities, the Contractor shall ensure wide information coverage making proper references to the UNDP and the Government of Japan.

## **IT TRAINING PROGRAMME IMPLEMENTATION**

### **1. Awareness campaign to attract target audience to IT (front-end development) training, registration, testing and selection of participants.**

#### **Expected outputs (Lot 1, Lot 2, Lot 3, Lot 4):**

- Detailed criteria/requirements have been developed for training programme participants and agreed with the UNDP Project;
- An electronic announcement calling for potential participants has been developed containing a brief description of the training programme with detailed information on its objectives and tasks, its benefits and requirements for potential participants;
- Motivational visual materials (infographics) have been developed for the Internet and printed materials to attract the target audience;
- One-day informational events (training programme presentations) have been held in the cities of Kiev, Kharkiv, Dniepropetrovsk, Odessa, Poltava and Zaporizhia (Lots 1, 2 and 3 only);
- A system of registration, testing and selection of participants has been developed, which envisages a transparent selection mechanism taking into account potential participants' basic computer literacy, English command and level of motivation;
- A wide awareness campaign has been conducted using national and regional information channels (social media, specialized web sites, partners' Internet resources and information letters sent to organizations working with IDPs);
- On the basis of the testing results
  - 50 persons have been selected for offline training (Lot 1, Lot 2);
  - 30 persons have been selected for offline training (Lot 3);
  - 160 persons have been selected for online training (Lot 4)
-

- At least 5 groups each numbering no less than 10 persons have been formed for offline training (Lot 1, Lot 2);
- At least 3 groups each numbering no less than 10 persons have been formed for offline training (Lot 3);
- At least 3 groups each numbering no less than 50 persons have been formed for online training (Lot 4).

Approximate time period: October 2015.

## **2. Organizing IDP training in front-end development.**

**Expected outputs** (Lot 1, Lot 2, Lot 3, Lot 4):

- A detailed training programme in front-end development has been developed, which comprises (1) a technical component (knowledge of HTML, CSS and JavaScript), (2) interpersonal communication and self-presentation skills and (3) career counselling. The duration of the programme does not exceed 4 months, with at least 100 academic hours to be attended by programme participants over the period;
- Control over the participants' attendance and performance, motivational encouragement and ongoing support of students with learning difficulties have been provided;
- Multimedia, informational and graphic materials have been developed for the training programme. All the materials bear visibility of the UNDP and the Government of Japan, the presentation template design provided by the Project;
- Offline training has been provided to:
  - 50 IDPs (Lot 1 – in Kiev, Lot 2 – in Kharkov);
  - 30 IDPs (Lot 3 - in Zaporizhia);
- Online training has been provided to:
  - 160 IDPs (Lot 4 – without geographic restrictions).

Approximate time period: November 2015 –January/February 2016.

## **3. Providing employment assistance to participants.**

**Expected outputs** (Lot 1, Lot 2, Lot 3, Lot 4):

- All training programme participants have obtained career advice regarding employment and internship opportunities in IT companies;
- All training participants have been provided with information on effective platforms and methods of job search in the IT industry;
- All training participants have been provided with appropriate testing upon completion of the training programme and issuance of documents (certificates, diplomas etc) attesting the level of knowledge obtained
- At least 25% of participants have found jobs (including freelance) in IT companies within a month after completion of the training programme (to be supported by copies of documents confirming internship, employment or contracts signed).



Approximate time period: February 2016.

GENERAL (Lot 1, Lot 2, Lot 3, Lot 4):

**4. Coordination with other activities, components and partners of the UNDP 'Rapid Response to Social and Economic Issues of IDPs in Ukraine' Project** to achieve synergies, wherever possible.

**5. Ensuring wide awareness of the IDP training progress** among the stakeholders and the public through various communication channels (mass media publications, social media etc). Ensuring the UNDP and donor's visibility on all the products developed under the contract.

#### **IV. MONITORING/REPORTING REQUIREMENTS**

The Contractor shall report to the 'Rapid Response to Social and Economic Issues of Internally Displaced People in Ukraine' Employment Specialist and Project Manager.

The Contractor shall stick to the monitoring, evaluation and quality control system introduced by the UNDP and provide all the required information, reports and statistics as per schedule or as quickly as possible (within the acceptable time period).

Interim reports shall include information on the progress of contracted activities with a description of activities done and interim results achieved.

Upon completion of all work the Contractor shall submit to the UNDP a completion report containing a brief description of the activities done and the outputs delivered.

Specifically, the Contractor shall prepare and submit to the UNDP the following reports:

- Interim Report 1 – by 1 November 2015;
- Interim Report 2 – by 1 December 2015;
- Interim Report 3 – by 10 January 2016;
- Reports on demand (in cases when information is required urgently in between the reporting periods indicated);
- Completion Report – by 25 February 2016.

#### **V. EXPERIENCE AND QUALIFICATION REQUIREMENTS (Lot 1, Lot 2, Lot 3, Lot 4):**

- An officially registered organization (commercial or non-commercial organization, NGO or educational institution);
- Minimum 2 years experience in delivering IT training to no less than 30 people;
- At least 2 references from previous clients related to the IT industry demonstrating positive past experience of cooperation;
- The project team shall be composed of a team leader, an assistant, an IT instructor, an interpersonal communication and self-presentation instructor and a career adviser:
  - **Team Leader/Manager** – a specialist/master's degree in IT, economics, management or related field; at least 3 years experience in project management; at least 1 year experience in IT training (or related fields); fluent Ukrainian/Russian; English.

- **Assistant** – a bachelor’s degree or higher in IT, economics, management or related field; at least 2 years experience in organizing training activities; at least 1 year experience in IT training (or related fields); fluent Ukrainian/Russian.
- **IT Instructor** – a bachelor’s degree or higher in IT, engineering, management or related field; at least 3 years experience in IT; at least 3 years experience in delivering IT training; fluent Ukrainian/Russian.
- **Interpersonal Communication and Self-Presentation Instructor** – a bachelor’s degree or higher in psychology, social studies, teaching or related field; at least 3 years of practical work experience in teaching and training; at least 3 years experience in developing and delivering training programmes in effective communication, teamworking, leadership, conflict management etc; fluent Ukrainian/Russian.
- **Career Adviser** – a bachelor’s degree or higher in personnel management, psychology or related field; at least 2 years experience in personnel management, employment and career development; at least 1 year of work experience providing training and counselling; fluent Ukrainian/Russian.

## VI. DOCUMENTS TO BE SUBMITTED WITH THE PROPOSAL

- ☒ Technical proposal (see more details below);
- ☒ Financial proposal (see more details below)

### TECHNICAL PROPOSAL (Lot 1, Lot 2, Lot 3, Lot 4)

#### Required

- ☒ Letter of interest/proposal providing brief methodology showing how the work will be conducted and/or approached (up to 2 pages);
- ☒ Proposed schedule with a list of key activities;
- ☒ IT training methodology. The following elements are to be elaborated (up to 20 pages):
  - Methodology of an awareness campaign to attract target groups to training;
  - Approach to registration, testing and selection of candidates for training;
  - Schedule of activities to organize training of the selected participants;
  - Curriculum,;
  - Methodology of career counselling and employment of the training programme participants.

- ☒ Description of relevant past experience and at least two references from previous clients/customers/partners;
- ☒ Personal CVs of the project team clearly reflecting their qualifications as required.

## **VII. PROPOSED PAYMENT SCHEDULE:**

Payments for the Contractor's services shall be made in 4 installments upon completion of the following tasks:

- 25% of the total amount shall be paid upon approval of Interim Report 2;
- 25% of the total amount shall be paid upon approval of Interim Report 3;
- 25% of the total amount shall be paid upon approval of Interim Report 4;
- 25% of the total amount shall be paid upon approval of the Completion Report.

Terms of payment: Within thirty (30) days of:

- a) receiving a written document confirming UNDP's approval of the quality of the outputs delivered (work completion certificate) and
- b) receiving an invoice from the service Provider.

## **VIII. EVALUATION CRITERIA**

### **Evaluation and comparison of proposals**

A two-stage procedure shall be used in evaluating the proposals, with evaluation of technical proposals completed prior to opening and comparing any financial proposals. The financial proposals shall be opened only for the submissions which passed the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the technical proposal evaluation stage.

In the first stage, technical proposals are evaluated on the basis of their responsiveness to these Terms of Reference (ToR) as per evaluation criteria below.

In the second stage, the financial proposals of all offerors who have attained the minimum 70% score in the technical evaluation stage are examined.

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

The winning proposal shall be the one which scores the highest number of points after the points obtained in the technical and financial evaluations are added up. The contract shall be awarded to the bidder who submitted the winning proposal.

### Technical evaluation criteria

Summary of Technical Proposal Evaluation Form		Score Weight	Points Obtainable	Company/Organization			
1	Expertise of the company/organization submitting the proposal	21%	150				
2	Proposed plan, methodology and approach	43%	300				
3	Personnel and external experts/consultants	36%	250				
	<b>Total</b>	<b>100%</b>	<b>700</b>				
	<b>Remarks</b>						

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

#### Technical evaluation forms:

Form 1. Expertise of the company/organization submitting the proposal

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel

### Technical evaluation criteria for UNDP ToR

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Organization		
			A	B	C
Expertise of the company/organization submitting the proposal					
1.1	Officially registered organization (non-governmental / noncommercial (public, charitable), state-run, commercial, educational institution): 2 years in operation – 20 points, 3-4 years – 35 points, more than 4 years – 50 points.	50			
1.2	Experience in delivering IT training: 2 years – 20 points, 3-4 years - 35 points, more than 4 years – 50 points.	50			
1.3	The number of people trained: 30-50 people – 20 points, 50-100 people – 30 points, 100-300 people – 40 points, more than 300 people – 50 points.	50			
Score for Form 1		150			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Organization		
			A		
Proposed work plan, methodology and approach					
2.1.	<b>Quality, validity and reliability of the proposed IT training methodology:</b> <ul style="list-style-type: none"><li>- The methodology includes a detailed description of activities proposed for each element of these ToR – 20 points;</li><li>- The proposed methodology envisages ongoing learning progress monitoring at all stages and feedback from participants – up to 15 points;</li><li>- The proposed methodology is adapted to the target group needs and these ToR – up to 20 points;</li><li>- The choice of the methodology is based on previous positive experience with practical examples of its use for fulfilling similar tasks – up to 15 points.</li></ul>	70			
2.2.	<b>Quality of the proposed training programme and its responsiveness to the objectives set in these ToR:</b>	80			

	<ul style="list-style-type: none"> <li>- The proposed programme includes 3 training components: technical component (knowledge of HTML, CSS and JavaScript), interpersonal communication and self-presentation skills and career counselling – up to 30 points;</li> <li>- The proposed programme is realistic, does not exceed 4 months and responds to the requirements set in these ToR – up to 15 points;</li> <li>- Proposed training methods and tools correspond to the ToR objectives and tasks and are described in detail in the proposal – up to 20 points;</li> <li>- The training programme envisages mechanisms for obtaining feedback from participants and checking their learning progress – up to 15 points.</li> </ul>				
2.3.	<p><b>Quality of the strategy developed to inform the target audience of the IP training opportunities offered to IDPs:</b></p> <ul style="list-style-type: none"> <li>- The communication strategy ensures wide awareness among the target group using several communication channels available to them – up to 15 points;</li> <li>- The proposed strategy contains a description of ways and methods of attracting participants, which are adapted for the target audience – up to 15 points;</li> <li>- The strategy envisages preparation of motivational visual materials (infographics) for the Internet and printed materials in order to attract the target audience – up to 10 points;</li> <li>- The awareness strategy accounts for the specificity of the place where training will be delivered, particularly the available information channels and partners (specialized local resources, NGOs) – up to 10 points.</li> </ul>	50			
2.4.	<p><b>How well described is the proposed approach to registration, testing and selection of participants?</b></p> <ul style="list-style-type: none"> <li>- The proposed system for registration of potential IT training participants is realistic and feasible – up to 10 points;</li> <li>- The proposed testing and selection system provides a transparent mechanism for selection of participants – up to 10 points;</li> </ul>	30			

	<ul style="list-style-type: none"> <li>- The proposed selection system takes into account potential participants' basic computer literacy, English command and level of motivation – up to 10 points.</li> </ul>				
2.5.	<b>How well described is the proposed approach to providing employment assistance to participants?</b> <ul style="list-style-type: none"> <li>- Available documents providing evidence of the company's cooperation with potential employers in the IT industry (memoranda, letters of support from IT companies) – up to 20 points;</li> <li>- The proposed approach envisages informing of the participants of effective platforms and methods of job search in the IT industry – up to 15 points;</li> <li>- The proposed methodology provides realistic tools for monitoring and statistical analysis of subsequent employment of participants – up to 15 points.</li> </ul>	50			
2.6.	<b>Quality and optimality of the proposed schedule with the list of key activities and its responsiveness to the requirements set in these ToR</b> – up to 20 points	20			
	<b>Score for Form 2</b>	300			

	Technical Proposal Evaluation Form 3	Points Obtainable	Company / Organization		
			A		
Personnel					
	Team Leader/Manager				
3.1	Experience in project management (3 years – 10 points, 4-5 years – 15 points, 6 years or more – 20 points);	20			
3.2	Experience in IT training or related fields (1 year – 10 points, 2-3 years – 15 points, more than 3 years – 20 points);	20			
3.4	English command (speaking skills only – 3 points, advanced level – 10 points);	10			

3.5	Higher education in IT, economics, management or related field (Specialist/Master – 5 points, PhD or higher – 10 points).	10			
Subscore for criteria 3,1-3,5		60			
	<b>Assitant</b>				
3.6	Experience in IT training or related fields (1 year – 7 points, 2-3 years – 10 points, more than 3 years – 15 points);	15			
3.7	Experience in organizing training activities (2 years – 7 points, 3-4 years – 10 points, 5 years or more – 15 points)	15			
3.8	Higher education in IT, economics, management or related field (Bachelor – 5 points, Specialist/ Master, PhD or higher – 10 points)	10			
Subscore for criteria 3,6-3,8		40			
	<b>IT Instructor</b>				
3.9	Practical work experience in IT (3 years – 10 points, 4-5 years – 15 points, 6 years or more – 20 points)	20			
3.10	Experience in delivering training (3 years – 10 points, 4-5 years – 15 points, 6 years or more – 20 points)	20			
3.11	Higher education in IT, engineering, management or related field (Bachelor – 5 points, Specialist/ Master, PhD or higher – 10 points)	10			
Subscore for criteria 3,9-3 and 11		50			
	<b>Interpersonal Communication and Self-Presentation Instructor</b>				
3.12	Practical work experience in teaching and training (3 years – 10 points, 4-5 years – 15 points, 6 years or more – 20 points)	20			
3.13	Experience in developing training programmes in such fields as effective communication, teamworking, leadership, conflict management etc (3 years – 10 points, 4-5 years – 15 points, 6 years or more – 20 points)	20			
3.14	Higher education in psychology, social studies, teaching or related field (Bachelor – 5 points, Specialist/Master, PhD or higher – 10 points)	10			
Subscore for criteria 3,12-3,14		50			
	<b>Career Adviser</b>				
3.15	Practical work experience in personnel management, employment and career development (2 years – 10 points, 3-4years – 15 points, 5 years or more – 20 points)	20			



3.16	Experience in providing training and consulting (1 year – 10 points, 2-3 years – 15 points, 4 years or more – 20 points)	20			
3.17	Higher education in personnel management, psychology or related field (Bachelor – 5 points, Specialist/Master, PhD or higher – 10 points)	10			
	Subscore for criteria 3,15-3,17	50			
	<b>Score for Form 3</b>	<b>250</b>			

#### Annex 4

Model Contract for Professional Consulting Services  
between UNDP and a Company or other entity<sup>6</sup>

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 meeting<sup>7</sup>[dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

##### 2. Obligations of the Contractor

- 2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.
- 2.2 The Contractor shall provide the services of the following key personnel:

Name Specialization Nationality Period of service

.... ..

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<sup>6</sup>This 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.

<sup>7</sup> 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.

- 2.3 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:
- | <b>[LIST DELIVERABLES]</b> | <b>[INDICATE DELIVERY DATES]</b> |
|----------------------------|----------------------------------|
| 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 Payment<sup>8</sup>
- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> <sup>9</sup>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon.....	.....	.././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### **OPTION 2 (COST REIMBURSEMENT)**

<sup>8</sup> 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.

<sup>9</sup> 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.

3. Price and payment<sup>10</sup>

- 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]**.<sup>11</sup>
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions<sup>12</sup>

- 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.

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<sup>10</sup> 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.

<sup>11</sup> 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.

<sup>12</sup> Under this Section, you may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted. If there are no special conditions, please choose the alternative version of 4 in order to conform to clause 1.1.

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

#### 4.2 Audits and Investigations

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

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

#### 4.3 Anti-terrorism

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

- 4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.<sup>13</sup>
- 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.<sup>14</sup>
- 4.6 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.<sup>15</sup>

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<sup>13</sup> 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.

<sup>14</sup> 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.

<sup>15</sup> 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.

5. Submission of invoices

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

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

6. Time and manner of payment

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

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

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

7. Entry into force. Time limits.

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

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

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

8. Modifications

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

9. Notifications

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

**For the UNDP:**

\_\_\_\_\_ **[INSERT CONTRACT REFERENCE & NUMBER]**

**For the Contractor:**

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

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

Yours sincerely,

**[INSERT NAME AND TITLE]**

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