



## REQUEST FOR PROPOSAL (RFP)

All interested	DATE: January 27, 2016
	REFERENCE: RFP UKR/2016/06

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consulting services to conduct a workshop and a regional study on the human rights based approach (HRBA) and gender mainstreaming in Belarus, Moldova and Ukraine**

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) Thursday, February 11, 2016** 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 or Russian**, and valid for a minimum period of **90 days**.

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

**NB. The Offeror shall create 2 archive files (\*.zip format only!): one should include *technical proposal*, another one should include *financial proposal* and be encrypted with password. Both files should be attached to the email letter.**

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

Messages should **not exceed 5 MB in size**. Offers larger than 5 MB should be split into several messages and each message subject should indicate "part x of y" besides the marking mentioned in

the announcement and the solicitation documents. Messages larger than 5 Mb will not be delivered. *All electronic submissions are confirmed by an automatic reply.*

The Offeror shall mark the email letter/s:

Subject of the message should include: **“RFP UKR/2016/06”** and **“Consulting services to conduct a workshop and a regional study on the human rights based approach (HRBA) and gender mainstreaming in Belarus, Moldova and Ukraine”**

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 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  
(Operations)  
UNDP Ukraine*

## Annex 1

### Description of Requirements

Project name:	Democratization, Human Rights and Civil Society Development Programme
Brief Description of the Required Services	Consulting services to conduct a workshop and a regional study on the human rights based approach (HRBA) and gender mainstreaming in Belarus, Moldova and Ukraine
The overall objective	<ul style="list-style-type: none"> <li>Enhance capacity of IPs and their CSO partners in HRBA and gender mainstreaming through hands-on learning experiences;</li> <li>Produce a regional study on effective strategies of HRBA application in the context of three Programme countries (Belarus, Moldova and Ukraine), including concrete, context-specific recommendations on HRBA application.</li> </ul>
Person to Supervise the Work/Performance of the Service Provider	UNDP Programme Manager
Frequency of Reporting	According to TOR attached
Progress Reporting Requirements	According to TOR attached
Location of work	According to TOR attached
Expected duration of work	According to the proposed timeframe specified in the attached TOR
Target start date	February 2016
Latest completion date	15 December 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)	<p>- The Contractor will not be responsible for logistics support to organization of the workshop. UNDP will cover the conference cost additionally (venue, food, accommodation, travel of the workshop participants, printing, translation, other). The travel costs of the team members should not be included in the proposal.</p> <p>- All travel arrangements will be handled by UNDP if such travel is deemed necessary. Consultations regarding travel options will be held with the Consultant prior to planning of the trips and relevant logistics. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the Team Members wish to travel on a higher class he/she should do so using their own resources.</p> <p>- Only 1 travel of such kind is envisaged related with participation of the experts in the workshop (as specified in deliverable 4 of the attached TOR). It is planned that this workshop will take place in Ukraine (Lviv).</p>
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 checked="" 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), if applicable <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"/> 30 days <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
A pre-proposal conference will be held on:	Will not be held
Payment Terms <sup>1</sup>	<p>The payment for Contractor's services will be arranged in 4 installments after the completion of respective tasks:</p> <ol style="list-style-type: none"> <li>1. 10% of the total amount will be paid after achieving the Deliverables 1-3;</li> <li>2. 20% of the total amount will be paid after the achievement of Deliverable 4;</li> <li>3. 60% of the total amount will be paid after the achievement of Deliverables 5-6;</li> <li>4. 10% of the total amount will be paid after the achievement of Deliverable 7.</li> </ol> <p>Payment terms: Not later than thirty (30) days as of meeting the following conditions:</p> <ol style="list-style-type: none"> <li>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs;</li> </ol>

<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) Receipt of invoice from the Contractor.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	DHRP Team Lead
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	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Experience of the Organization 28% <input checked="" type="checkbox"/> Proposed work plan, methodology and approach 36% <input checked="" type="checkbox"/> Personnel and invited experts/consultants 36% <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 checked="" type="checkbox"/> One and only one Contractor <input type="checkbox"/> One or more Contractors, depending on the following factors:
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions - Available through the Link: <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>	<b>Procurement Unit</b> <b>UNDP Ukraine</b> <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a> 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	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Dully filled in and Signed Form for Submission of Proposal (Annex 2);</li> <li><input checked="" type="checkbox"/> Business Licenses (Copies of State/Tax registration documents) and other Certificates (if any). In case a group of experts decides to apply, a letter of affiliation with an officially registered organisation (which will be the Contractor in case of contract award) must be provided;</li> <li><input checked="" type="checkbox"/> Copies of other licenses or certificates (if any);</li> <li><input checked="" type="checkbox"/> Financial statements (Copies of income/balance statements for last 2 years or Audited statements);</li> <li><input checked="" type="checkbox"/> Letter of interest/letter of proposal, which briefly describes the methodology and/or approach to the performance of work (up to 2 pages);</li> <li><input checked="" type="checkbox"/> Description of overall approach to assignment and detailed description of: <ul style="list-style-type: none"> <li><i>1) The suggested methodology for the study (up to 2 pages);</i></li> <li><i>2) The structure of the training to be delivered with a list of themes to be covered (up to 1 page);</i></li> </ul> </li> <li><input checked="" type="checkbox"/> List of at least 3 major research publications or analytical materials on human rights with functional web-links to the sources where the publications may be viewed or to an online storage where the samples may be downloaded. Each publication shall identify the role of the relevant team member if not evident from the publication;</li> <li><input checked="" type="checkbox"/> Agendas of no fewer than 3 capacity building events (trainings / seminars / workshops) on human rights / gender with clear indication of topics delivered by team members;</li> <li><input checked="" type="checkbox"/> At least two references from previous clients;</li> <li><input checked="" type="checkbox"/> Personal CVs of at least 2 team members, including information about past experience in similar assignments and contact details for referees.</li> </ul>
---------------------------------------	--

Other Information Related to the RFP	<p><b><u>Administrative Requirements:</u></b></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> <li>✓ Offers must be submitted within the stipulated deadline</li> <li>✓ Offers must meet required Offer Validity</li> <li>✓ Offers have been signed by the proper authority</li> <li>✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration</li> <li>✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> <li>a) Properly registered company/organization;</li> <li>b) At least 3 years of working experience.</li> </ul> </li> </ul> <p>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></p>
--------------------------------------	---

## 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/2016/06 dated 1/27/2016, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

#### A. Qualifications of the Service Provider

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

---

<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

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, contract duration, contract value, contract references; Brief description of previous products developed by the company (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. Description of overall approach to assignment and detailed description of:***

***- The suggested methodology for the study (up to 2 pages);***

***- The structure of the training to be delivered with a list of themes to be covered (up to 1 page);***

***3. List of at least 3 major research publications or analytical materials on human rights with functional web-links to the sources where the publications may be viewed or to an online storage where the samples may be downloaded. Each publication shall identify the role of the relevant team member if not evident from the publication;***

***4. Agendas of no fewer than 3 capacity building events (trainings / seminars / workshops) on human***

*rights / gender with clear indication of topics delivered by team members;*

*5. At least two references from previous clients;*

*6. Personal CVs of at least 2 team members, including information about past experience in similar assignments and contact details for referees.*

**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; description of roles of key personnel (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:*

*1) Team Leader*

*2) Expert*

*3) Other personnel (if needed)*

## Financial Proposal

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

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

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

### B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

No	Activity/Costs	Unit	Number	Cost per unit, currency	Amount, currency excl. VAT	VAT, currency (if applicable)	Amount including VAT, currency
<b>1</b>	<b>Personnel</b>						
1.1	Team Leader						
1.2	Expert						
1.3	Other experts (as required)						
<b>2</b>	<b>Administration Costs (if necessary)</b>						
2.1	Internet						
2.2	Telephone						
<b>3</b>	<b>Other costs (if any - to define clearly activities/costs)</b>						

3.1	...						
3.2	...						
	<b>Total</b> (please indicate currency)						

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

## **Annex 3**

### **TERMS OF REFERENCE**

#### **Democratization, Human Rights and Civil Society Development Programme**

#### **Consulting services to conduct a workshop and a regional study on the human rights based approach (HRBA) and gender mainstreaming in Belarus, Moldova and Ukraine**

### **1. BACKGROUND**

Since 2013, the Danish Ministry of Foreign Affairs (DMFA) has been supporting a regional Programme for Democratisation, Human Rights and Civil Society in Ukraine, Moldova and Belarus (referred to as Programme). This cross-country initiative is to be completed in 2016. The overall objective of the Programme is to contribute to strengthening civil society and human rights organisations in the three countries leading to more inclusive, democratic and rights-based governance.

The immediate objectives of the Programme are stated as follows: 1) civil society has increased capacity and contributes to the democratic process; 2) civil society and human rights actors have increased capacity and contribute actively to respect for international human rights standards, and 3) improved enabling environment contributes to the realization of democratic rights and dialogue between civil society and authorities.

The programme is implemented by the East Europe Foundation (EEF) in Moldova, UNDP Ukraine – in Ukraine, and in Belarus the programme is implemented by local CSOs in close partnerships with Danish CSOs and the Danish Institute for Human Rights. These will be further referred to as Implementing Partners (IPs).

Following the mid-term review of the Programme in February – April 2015, the HRBA Regional Capacity Development Component of the Programme was established to ensure further strengthening of the Human Rights Based Approach (HRBA) and gender equity in programme implementation. For this purpose, DMFA signed an agreement with UNDP Ukraine to manage the HRBA Regional Capacity Development Component for the remaining Programme period.

### **2. OBJECTIVES**

Through this call, UNDP seeks to secure services of a qualified organization or consortium / team of experts (further referred to as Contractor) to provide expertise on HRBA and gender mainstreaming for the Programme IPs and their CSO partners.

The main objectives of services are:

- To enhance capacity of IPs and their CSO partners in HRBA and gender mainstreaming through hands-on learning experiences;
- To produce a regional study on effective strategies of HRBA application in the context of three Programme countries (Belarus, Moldova and Ukraine), including concrete, context-specific recommendations on HRBA application.

### **3. SCOPE OF WORK AND EXPECTED OUTPUTS**

The services will include the following main activities:

### 3.1. *Delivering a hands-on workshop for practical application of the HRBA and Gender Mainstreaming.*

**The purpose of the activity** is to get IPs CSOs partners to internalize HRBA as a foundational principle for planning, executing and assessing their activities, and to apply the principle of gender mainstreaming into their specific areas of work.

Expected 2-3 days' workshop should focus on learning by doing, and shall include (not necessarily be limited to) the following:

- Theoretical considerations of applying HRBA + gender mainstreaming (including in “closed societies” ) to both strategic planning of work, operational planning of work, as well as monitoring and evaluation of projects / programmes.
- Simulated exercises / other means of testing and fixing the knowledge for taking the received skills and incorporating them into the strategic / operational / M&E frameworks of IPs and CSO partners.
- Practical “home-task” on applying the principles the participants learned in the workshop into daily operations of their organizations to report on that later in the year.

The workshop shall also serve as a platform for information gathering for the regional study (detailed below in deliverable 1).

**Output:** the hands-on workshop for practical application of the HRBA and Gender Mainstreaming developed and conducted with participation of IPs and their CSO partners (maximum capacity of the event – 35 persons); materials of the workshop are available; workshop delivered; evaluation conducted and submitted to UNDP.

### 3.2. *Conducting the regional study on the effective strategies of HRBA application in the context of three Programme countries – Belarus, Moldova and Ukraine (working title “HRBA in the region – strategies that work”).*

**The purpose of the activity** is to explore the applicability of tools and strategies of HRBA framework in the three partner countries – Belarus, Moldova and Ukraine – outlining the challenges that could be encountered in each country and providing concrete and tangible recommendations to each country context.

The study shall cover at least three core areas:

- Existing approaches to HRBA, main trends in current HRBA-thinking, core terms and tools to introduce HRBA into civic activities and development work;
- Snapshot review of the challenges and opportunities of applying HRBA in the context of each of the three partner countries, including an opinion as to the depth of real understanding of HRBA principles and their practical implementation by the civil society sector;
- Practical recommendations for HRBA-application in each of the country contexts, including “closed societies”.

Preliminary questions to be answered by the research may include but shall not be limited to the following:

- What is the scope of applying HRBA in the countries and why? What makes it so useful/successful; if it is not – what are the main challenges for its application?
- Is there *difference in such understanding* between organizations of different types / mandates (for instance, between human rights CSOs and community-oriented or youth CSOs)?
- What are some of the *strategies* for applying HRBA in situations where one would not be able to advocate for rights openly?
- How does “demanding rights” correlate with “integrating HRBA into own work” in the three countries?

Coverage of other areas and specific questions is up to the Contractor and subject to justification of their necessity for completeness and accuracy of the study (to be defined and justified in the technical proposal).

**Output:** the regional study “HRBA in the region – strategies that work” is conducted (not more than 40 pages, including country-specific recommendations, annexes and tables) and presented during the international conference (tentatively December 2016).

The Contractor shall perform the following tasks in agreement with UNDP.

<b>Deliverable No.</b>	<b>Deliverable Description</b>	<b>Proposed Timeframe</b>
Deliverable 1	<p>Conduct the desk research of documents and sources on the existing HRBA-application strategies, as the introductory part of the study. Develop a toolkit / detailed methodology to collect information for the country review (from workshop participants as detailed in the activity 3.1 above, and through other methods if proposed by the applicant on top of the minimum research methodology).</p> <p>A minimum research methodology for this study should include the desk research and the data gathering from the workshop participants. The applicant may propose other methods on top of the above.</p> <p><b>Output:</b> detailed methodology of the study is produced, annotated structure of the report is developed; a toolkit for gathering information (for instance, a questionnaire) is designed. All documents are submitted to UNDP for final approval.</p>	8-19 February
Deliverable 2	<p>Develop the detailed concept and draft agenda of the workshop.</p> <p><b>Output:</b> detailed concept and the draft agenda of the workshop are developed and submitted to UNDP for final approval.</p>	22 February – 11 March
Deliverable 3	<p>Based on the approved agenda, develop necessary materials for the workshop and submit them for UNDP review.</p> <p><b>Output:</b> the workshop materials are developed and agreed by UNDP.</p>	11 March – 21 March
Deliverable 4	<p>Conduct the workshop, collect feedback from the workshop, measure the immediate impact / results of the workshop and prepare the evaluation report.</p> <p>UNDP will facilitate the process of selecting and inviting the participants for the workshop through the Implementing Partners of the Programme.</p> <p>Collect information from the workshop participants for the purpose of the regional study (interviews with the workshop participants, or other data gathering methods as envisaged by the output of deliverable 1).</p> <p><b>Output:</b> the workshop materials are developed; feedback from the workshop collected and analyzed, the final report from the workshop analysis of the immediate impact / results prepared and submitted to UNDP; data gathered for the regional study accumulated.</p>	<p>21-25 March</p> <p>Evaluation report to be submitted by 5th April</p>
Deliverable 5	Finalise the regional study based on the collected information (as a minimum,	28 March – 15

	from the desk review and the interviews or questionnaires filled in by the participants) and submit the draft study for UNDP review  <b>Output:</b> the draft study submitted to UNDP	April
Deliverable 6	Collect, review and incorporate comments from UNDP, the Programme Implementing Partners and the workshop participants to the regional study.  <b>Output:</b> the final regional study submitted to UNDP	By 15 May
Deliverable 7	Design the power-point presentation of the regional study (in English) and present the study during the international conference scheduled tentatively for December 2016.  Any of the team members may make the presentation (the simultaneous translation will be provided at the event). Consultations regarding UNDP expectations from the presentation will be held with the Contractor prior to the event.  <b>Output:</b> presentation delivered during the Conference (in English or Russian, the simultaneous translation will be arranged by UNDP), handout materials (ppt) available (UNDP will arrange making copies for the Conference participants at its own cost).	By 15 June  By 15 December

#### 4. REQUIREMENTS FOR MONITORING/REPORTING

The Contractor shall report to the DHRP Team Lead. The payment shall be arranged in stages in accordance with the proposed payment scheme below and upon acceptance of the deliverables based on quality control and recommendations. UNDP will be the ultimate authority to control the quality of work results and assess the Contractor's performance during the assignment. The Contractor shall comply with the quality assurance system of UNDP, and provide the necessary information, reports and statistics according to a preliminary determined schedule or as soon as possible (within a reasonable period of time).

In particular, the payment schedule will be as follows:

Deliverables 1-3	10%
Deliverables 4	20%
Deliverables 5-6	60%
Deliverable 7	10%

#### 5. EXPERIENCE AND QUALIFICATION REQUIREMENTS

##### Contractor requirements (team, consortium, expert group)

- Officially registered organisation (commercial or non-profit). In case, is Group of Experts decide to apply, a letter of affiliation with an officially registered organisation (which will be the Contractor in case of contract award) must be provided;
- At least 7 years of experience in providing advisory support services on human rights issues; track record of working specifically on HRBA and gender mainstreaming issues is a strong advantage;
- At least 3 years of experience of working on human rights issues in the region of Central and Eastern Europe; track-record of working in a post-Soviet environment is a strong advantage;

- Proven experience of research publications and/or analytical materials on human rights authored by applying team members as evidenced by the list of research products (at least 3), including links to final products
- Proven experience of delivery capacity-building activities on human rights / gender mainstreaming as evidenced by at least 3 relevant examples, including training descriptions
- Working-level knowledge of Russian by at least one of the team applying team members;

The Project Team shall consist of at least two experts – **Team Leader** and **Expert**.

The project team members shall meet the following criteria:

#### **Team Leader**

- Master's (or equivalent) degree in Human Rights, Gender, Law or other related field;
- Minimum 7 years of experience in mainstreaming human rights / gender into development / NGO work;
- Fluent English.

#### **Expert**

- Bachelor degree in Human Rights, Gender, Law or other related field
- Minimum 3 years of experience of work with human rights / issues of gender equality;
- Fluent English.

The technical proposal of the applicant should indicate who of the proposed team members will serve as a trainer during the workshop.

### **6. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS**

Applicants shall submit the following documents:

#### **Required**

<input checked="" type="checkbox"/>	Technical proposal accompanied by (a) suggested methodology for the study (up to 2 pages) and (b) structure of the training to be delivered with a list of themes to be covered (up to 1 page);
<input checked="" type="checkbox"/>	List of at least 3 major research publications or analytical materials on human rights with functional web-links to the sources where the publications may be viewed or to an online storage where the samples may be downloaded; Each publication shall identify the role of the relevant team member if not evident from the publication;
<input checked="" type="checkbox"/>	Agendas of no fewer than 3 capacity building events (trainings / seminars / workshops) on human rights / gender with clear indication of topics delivered by team members;
<input checked="" type="checkbox"/>	Financial proposal
<input checked="" type="checkbox"/>	Personal CVs of at least 2 team members, including information about past experience in similar assignments and contact details for referees;

### **7. FINANCIAL PROPOSAL**

The financial proposal shall specify the cost of professional services for the assignment – the total amount and distribution in accordance with the above-mentioned proposed schedule of tranches, as well as line-item breakdown. Payments will be made in tranches as described in the section “Requirements for monitoring/reporting”.

The Contractor will not be responsible for logistics support to organization of the workshop. UNDP will cover the conference cost additionally (venue, food, accommodation, travel of the workshop participants, printing, translation, other). The travel costs of the team members should not be included in the proposal.

All travel arrangements will be handled by UNDP if such travel is deemed necessary. Consultations regarding travel options will be held with the Consultant prior to planning of the trips and relevant logistics. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the Tem Members wish to travel on a higher class he/she should do so using their own resources.

Only 1 travel of such kind is envisaged related with participation of the experts in the workshop (as specified in deliverable 4). It is planned that this workshop will take place in Ukraine (Lviv).

## 8. EVALUATION CRITERIA

### Evaluation and comparison of proposals

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

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

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

Overall evaluation will be completed in accordance with cumulative analysis scheme, under which the technical and financial aspects will have pre-assigned weights on 70% and 30% of the overall score respectively. The lowest cost financial proposal (out of technically compliant) will be selected as a baseline and allocated the maximum number of points obtainable for financial part (i.e. 700). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 490 points x lowest price / quoted price.

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

**Technical evaluation criteria**

Summary of Technical Proposal Evaluation Form		Score Weight	Max Points obtainable	Company/Other Entity			
1	Expertise of firm /organization submitting proposal	28%	200				
2	Proposed work plan, methodology, and approach	36%	250				
3	Personnel	36%	250				
	<b>Total</b>	<b>100%</b>	<b>700</b>				
	<b>Remarks</b>						

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

**The Technical Evaluation Forms are:**

Form 1. Expertise of a company / organization submitting proposal

Form 2. Proposed Work Plan/Methodology and Approach

Form 3. Personnel

### Technical evaluation criteria

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity		
			A	B	C
Expertise of a company / organization / Team of Experts submitting proposal In case the proposal is submitted by the Team of Experts, the Company/Organisation they are affiliated with will be assessed against the criteria 1.1, while the experts as a Team will be assessed against 1.2-1.5					
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing / Organisation /Company profile Excellent reputation & proven experience in the sphere of human rights - Excellent – 30 points, good – 20 points, satisfactory – 10 points, weak – 5 points.	30			
1.2	At least 7 years of experience in providing advisory support services on human rights issues; track record of working specifically on HRBA and gender mainstreaming issues is a strong advantage; - 7 years of experience in providing advisory support services on human rights issues - 35 points, 8 years and more- 40 points - Track record of working specifically on HRBA and gender mainstreaming issues - 10 points	50			
1.3	At least 3 years of experience of working on human rights issues in the region of Central and Eastern Europe; track-record of working in a post-Soviet environment is a strong advantage; - 3 years of experience of working on human rights issues in the region of Central and Eastern Europe - 35 points, 4 years and more - 40 points - Track-record of working in a post-Soviet environment- 10 points	50			
1.4	Proven experience of research publications and/or analytical materials on human rights authored by applying team members as evidenced by the list of research products (at least 3), including links to final products (25 points max) - Evidence of 3 research products provided - 20points, 4 and more - 25 points Proven experience of delivery capacity-building activities on human rights / gender mainstreaming as evidenced by at least 3 relevant examples, including training descriptions (25 points max) - 3 relevant example provided - 20 points, 4 and more – 25 points	50			
1.5	Working-level knowledge of Russian by at least one of the team applying team members - 1 of the team members has working level knowledge of Russian- 10 points, 2 or more members- 20 points	20			
Total for Form 1		200			

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity		
			A	B	C
Proposed Work Plan, Methodology, and Approach					
2.1	Is the methodological approach suggested appropriate for the task and corresponds to the TOR?	Up to 50			
2.2	Have the important aspects of the task been addressed in sufficient detail and is the sequence of activities logical?	Up to 50			
2.3	Are the different components of the assignment adequately weighted relative to one another?	Up to 50			
2.4	Is the proposed work plan detailed and realistic and promise efficient implementation to the project?	Up to 70			
2.5	Adequacy of logical and management arrangements	Up to 30			
Total for Form 2		250			

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity		
			A	B	C
Personnel					
	Team Leader				
3.1	Master’s (or equivalent) degree in Human Rights, Gender, Law or other related field; - Master's (or equivalent) degree – 35 points, PHD- 40 points	40			
3.2	Minimum 7 years of experience in mainstreaming human rights / gender into development / NGO work; - 7 years of experience- 55 points, 8 years and more- 65 points	65			
3.3	Fluent English- 20 points	20			
	Sub-score for 3.1-3.3	125			
	Expert				
3.4	Bachelor degree in Human Rights, Gender, Law or other related field - Bachelor degree – 35 points, Master's and higher- 40 points	40			
3.5	Minimum 3 years of experience of work with human rights / issues of gender equality; - 3 years of experience- 55 points, 4 years and more- 65 points	65			
3.6	Fluent English- 20 points	20			
	Sub-score for 3.4-3.6	125			
	Total for Form 3	250			

#### **Annex 4**

Model Contract for Professional Consulting Services  
between UNDP and a Company or other entity<sup>5</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>6</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

---

<sup>5</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>6</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:

**[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 Payment<sup>7</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:

MILESTONE<sup>8</sup>

AMOUNT

TARGET DATE

Upon.....

.....

../../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

<sup>7</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>8</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.

## OPTION 2 (COST REIMBURSEMENT)

### 3. Price and payment<sup>9</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>10</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>11</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;

---

<sup>9</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>10</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>11</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.

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

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

#### 4.2 Audits and Investigations

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

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

#### 4.3 Anti-terrorism

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

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.<sup>12</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>13</sup>

---

<sup>12</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>13</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.

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

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]**

---

<sup>14</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.