



REQUEST FOR PROPOSAL (RFP)

All interested	DATE: July 29, 2016
	REFERENCE: RFP UKR/2016/45

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consulting services to conduct assessment of Micro, Small and Medium Enterprises' (MSMEs') Demand for Business Development Services (BDS) in Ukraine (4 macro-regions of Ukraine including Donbas government-controlled area).**

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

Proposals may be submitted on or before **23:59 (Kyiv time) Sunday, August 14, 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/2016/45”** and **“Consulting services to conduct assessment of Micro, Small and Medium Enterprises’ (MSMEs’) Demand for Business Development Services (BDS) in Ukraine (4 macro-regions of Ukraine including Donbas government-controlled area).”**

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ms. Andra Brige
Deputy Country Director
(Operations)
UNDP Ukraine

Annex 1

Description of Requirements

Project name:	Strengthening SME Business Membership Organizations
Brief Description of the Required Services	Consulting services to conduct Assessment of Micro, Small and Medium Enterprises' (MSMEs') Demand for Business Development Services (BDS) in Ukraine (4 macro-regions of Ukraine including Donbas government-controlled area)
The overall objective	<ul style="list-style-type: none"> to identify the importance of BDS to Ukrainian MSMEs, and assess MSMEs' perception of availability of BDS; to describe basic trends in current usage, including awareness and reach of various business services among MSMEs in Ukraine and in particular in Donbas Region; to assess MSMEs satisfaction with the quality of used BDS; to identify the willingness of MSMEs to pay for BDS; to identify specific demand for services that is not being fulfilled by existing service provision in Ukraine; to identify the key BDS that would make the most competitive difference to Ukrainian MSMEs; to identify opportunities for BDS development interventions for BMOs/BSOs; assess MSMEs awareness on services and benefits provided by BMOs and their importance for the sector; to describe perceptions of MSMEs related to government initiatives on deregulation.
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	September, 2016
Latest completion date	November, 15 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; all travel costs should also be included into financial proposal unless otherwise specified in this Terms of Reference.
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: http://treasury.un.org <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), 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 ¹	The payment for Contractor's services will be arranged in 3 installments after the completion of respective tasks: <ul style="list-style-type: none"> - first payment - upon satisfactory submission of work plan and BDS assessment toolkit - 30%; - second payment - upon satisfactory submission of the Report with results of survey and FGDs - 60 %; - third payment - upon satisfactory submission of Report on conducted presentation and round table discussions – 10 %.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager, Strengthening SME Business Membership Organizations Project
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract

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

	<input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	Technical Proposal (70%) <input checked="" type="checkbox"/> Experience of the Organization 24% <input checked="" type="checkbox"/> Proposed work plan, methodology and approach 40% <input checked="" type="checkbox"/> Personnel and invited experts/consultants 36% Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one 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: http://www.undp.org/content/undp/en/home/operations/procurement/how_we_buy/contract_terms/ <input checked="" type="checkbox"/> Detailed TOR and Evaluation Criteria (Annex 3) <input checked="" type="checkbox"/> Contract for professional services template (Annex 4)
Contact Person for Inquiries (Written inquiries only) ²	<i>Procurement Unit</i> <i>UNDP Ukraine</i> <i>procurement.ua@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Documents to be submitted in proposal	<ul style="list-style-type: none"> <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"/> Letter of interest/letter of proposal with general information on the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed 3 pages); <input checked="" type="checkbox"/> Technical proposal containing description of research processes and methodologies (objectives, tasks, activities, methodology, prospective results, mechanisms of evaluation of the research validity) (information should not exceed 10 pages); <input checked="" type="checkbox"/> Proposed time schedule with a list of key activities (3 pages); <input checked="" type="checkbox"/> Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work); <input checked="" type="checkbox"/> Electronic copies of analytical reports (not less than two), prepared earlier on similar subjects; <input checked="" type="checkbox"/> Example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016; <input checked="" type="checkbox"/> At least two references from previous clients; <input checked="" type="checkbox"/> CVs of the project team members clearly indicating the respective qualification requirements.
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Other Information Related to the RFP	<p><u>Administrative Requirements:</u></p> <p>Submitted offers will be reviewed on “Pass” or “Fail” basis to determine compliance with the below formal criteria/ requirement/s:</p> <ul style="list-style-type: none"> ✓ Offers must be submitted within the stipulated deadline ✓ Offers must meet required Offer Validity ✓ Offers have been signed by the proper authority ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization’s legal status and registration ✓ Offers must comply with general administrative requirements: <ul style="list-style-type: none"> a) Officially registered organisation (commercial or non-profit, non-governmental, educational establishment). b) At least five years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis; c) Experience in working with the international organizations and donor agencies will be an asset. <p>Other information is available on http://www.ua.undp.org/content/ukraine/en/home/operations/procurement/; For the information , please contact procurement.ua@undp.org</p>
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Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP UKR/2016/045 dated 7/29/2016, 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	

³ This serves as a guide to the Service Provider in preparing the Proposal.

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

Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any);	Please indicate here
Business Licenses – Registration Papers, Tax Payment Certification, etc	EDRPOU, ID tax number Copies of State registration and Tax registration should be attached
Latest Audited Financial Statement or Financial results (2014 -2015)	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, contact 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 2 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 with general information on the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed 3 pages);***
- 2. Technical proposal containing description of research processes and methodologies (objectives, tasks, activities, methodology, prospective results, mechanisms of evaluation of the research validity) (information should not exceed 10 pages);***
- 3. Proposed time schedule with a list of key activities (3 pages);***
- 4. Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work);***
- 5. Electronic copies of analytical reports (not less than two), prepared earlier on similar subjects;***

6. *Example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016;*
7. *At least two references from previous clients;*
8. *CVs of the project team members clearly indicating the respective qualification requirements.*

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 Research coordinator, Analyst, Expert, etc.);

b) CVs demonstrating qualifications;

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

At least:

- 1) Team Leader/Research coordinator***
- 2) Expert on Business Development Services/ SMEs and private sector development (Consultant 1)***
- 3) Sampling Specialist/ Analyst (Consultant 2)***
- 4) Focus Group Discussions Moderators (at least 2)***
- 5) 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*

No	Deliverables as referred to in the TOR	Percentage of Total Price (Weight for payment)	Amount excl. VAT, currency	VAT, currency (if applicable)	Amount including VAT, currency
1	Deliverable 1				
2	Deliverable 2				
3	Deliverable 3				
4	Deliverable 4				
5	Deliverable 5				
6	Deliverable 6				
7	Deliverable 7				
8	Deliverable 8				
	Total	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
1	Personnel						
1.1	Team Leader						

1.2	Consultant 1 (Expert on Business Development Services/ SMEs and private sector development)						
1.3	Consultant 2 (Sampling Specialist/Analyst)						
1.4	Focus Group Discussions Moderators						
1.5	Interviewers						
1.6	Other experts (as required)						
2	Administration Costs (if necessary)						
2.1	Communication (Internet/Phone/etc.)						
2.2	Other (if any - to define clearly activities/costs)						
3	Travel and Lodging						
3.1	Travel costs (tickets)						
3.2	Accommodation						
3.3	Daily Allowance						
4	Survey- and Research-related Costs						
4.1	Sociological survey (face-to-face interviews using questionnaires)						
4.2	Focus groups (6 focus group interviews)						
4.3	Other (if any - to define clearly activities/costs)						
5	Other costs (if any - to define clearly activities/costs)						
5.1	...						
5.2	...						
	Total (please indicate currency)						

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

TERMS OF REFERENCE

Strengthening SME Business Membership Organizations

Consulting services to conduct Assessment of Micro, Small and Medium Enterprises' (MSMEs') Demand for Business Development Services (BDS) in Ukraine (4 macro-regions of Ukraine including Donbas government-controlled area)

I. PREAMBLE

Ukraine is a country with a very challenging business environment, especially for Small and Medium Enterprises (SMEs). Around 10% of GDP is produced by SMEs, whereas in developed market economies this figure exceeds 50%. There are excessive regulations and inconsistencies in the norms and requirements governing the MSMEs. Ukraine has also a negative track record in permits giving and licensing processes which are overall non transparent and prone to corruption practices.

The voice of SMEs asking for a simplification of business regulations and, in general, a better business climate is not heard, partially because of the weak institutional capacity of structures that are called to represent their interests.

Therefore, the Project aims to accelerate the development of the SMEs sector in Ukraine by strengthening the capacities of the Business Membership Organizations (BMOs⁵) that will contribute to the reinforcement of a much needed dialogue between the private and public sectors.

The Project delivers tailored and targeted capacity development programmes to selected SME BMOs throughout Ukraine to help improve their institutional/organizational/financial capacities to represent interests of the private sector, provide the demanded Business Development Services to SMEs, and facilitate a more active, responsive, professional and policy-oriented dialogue between public and private sectors.

Overall 7 BMOs have been selected as project partners, which bring together over 2100 MSMEs and represent 4 macro-regions of Ukraine (Western Ukraine – Lviv, Ternopil and Ivano-Frankivsk oblasts), Center - Vinnytsia oblast, North - Chernihiv oblast, East - Kharkiv oblast and Donbas region). The group of selected BMOs includes sector-wide organizations (furniture manufacturing, agriculture, and rural green tourism), organization of women entrepreneurs and three universal BMOs of regional scale:

1. Ukrainian Association of Furniture Manufacturers (Kyiv)
2. Chernihiv City League (Club) of Business and Professional Women (Chernihiv)
3. Association for Promotion of Rural Green Tourism in Ukraine (Kyiv)
4. Interregional Union of Poultry Farmers and Fodder Manufacturers of Ukraine (Kharkiv)
5. Entrepreneurs' Union "Stina" (Vinnytsia)
6. Business Community Club (Lviv and western Ukraine)
7. Donetsk Chamber of Commerce and Industry (Kramatorsk, Government-controlled area of Donetsk oblast)

The Project is implemented through 4 interconnected components dealing with the BMOs' capacities development, good governance, improvement and expansion of services provision, advocacy and effective cooperation with the government at all levels.

Under its Recovery and Peacebuilding programme UNDP has also supported 19 local initiatives aimed at the development of business support infrastructure in Donetsk and Luhansk oblasts (Government-Controlled Area). Due to the provided support 19 local business support institutions (e.g. regional chambers of commerce, local center for support to entrepreneurship, export promotion centers for SMEs, co-workings, etc.) started, resumed

⁵ Term "Business Membership Organisations" (BMOs) refers to various organisations where companies or individual entrepreneurs and sometimes other business organisations are members. BMOs advocate the interests of their members and respond to their needs by delivering required services and information.

and/or extended their activities to local businesses. They all are providing a range of services for local businesses and contribute to forming the favourable business environment in the region.

Improvement of SME development, including in conflict-affected eastern area of Ukraine, requires many ingredients, including a policy environment conducive to enterprise competitiveness, ensuring access to financial and non-financial services usually referred to as Business Development Services (BDS⁶). BMOs can promote growth of MSMEs through advocacy aimed at creating a better business environment and, importantly, through facilitation or direct provision of demand-driven BDS.

However, many BMOs/BSOs offer only a limited range of services, as evidenced by in-depth organizational capacity assessment, and do not fully utilize the potential of raising income through demand-driven services. The development of such services is not only a precondition for attracting more members and, as a result, for generating income for the BMO, but for promotion of MSME sector through wider and better services.

To fill in the gap in understanding the potential for expansion of Business Development Services on a demand-driven basis the UNDP Ukraine is planning to conduct a study on demand for BDS which is expected to collect the data about the past experience and current needs for the main categories of BDS among MSMEs.

As a result of this study UNDP Ukraine, partner BMOs and supported BSOs will have more detailed knowledge of the needs of MSMEs for Business Development Services in Ukraine, including the Donbas region (Government-controlled areas of Donetsk and Luhansk oblast). The study will further inform UNDP's intervention in private sector development as a whole, and economic recovery of Donbas region in particular, and serve as a baseline for further development initiatives.

II. OVERALL OBJECTIVES AND TASKS

The overall goal of the assignment is to study MSMEs' needs for Business Development Services in order to achieve a better understanding of the demand side of the market, as well as to identify how UNDP Ukraine, government authorities, partner Business Membership Organizations and Business Support Organizations can intervene to assist in development of services in order to advance the growth of MSME sector.

Specific objectives include the following:

- to identify the importance of BDS to Ukrainian MSMEs, and assess MSMEs' perception of availability of BDS;
- to describe basic trends in current usage, including awareness and reach of various business services among MSMEs in Ukraine and in particular in Donbas Region;
- to assess MSMEs satisfaction with the quality of used BDS;
- to identify the willingness of MSMEs to pay for BDS;
- to identify specific demand for services that is not being fulfilled by existing service provision in Ukraine;
- to identify the key BDS that would make the most competitive difference to Ukrainian MSMEs;
- to identify opportunities for BDS development interventions for BMOs/BSOs;
- assess MSMEs awareness on services and benefits provided by BMOs and their importance for the sector;
- to describe perceptions of MSMEs related to government initiatives on deregulation.

This information will be used to identify the marketing challenges for BDS as a whole and for various services in Ukraine, to forecast future trends in the BDS market to the extent possible and to make decisions regarding the focus (geographic, customer segments, services) and strategies to stimulate the BDS market in Ukraine through strengthening the service provision capacities of BMOs.

III. SCOPE OF WORK AND EXPECTED OUTCOMES

Under the supervision of the UNDP Project Manager and in coordination with the UNDP Recovery and Peacebuilding Team, the Contractor will undertake a study consisting of quantitative (survey of MSMEs) and qualitative (focus group discussions) parts.

⁶ BDS include a wide array of non-financial services important to the creation, entry, survival, growth, productivity, and competitiveness of the enterprise. They include (but are not limited to) consultancy and advisory services, training, marketing assistance, information, technology development and transfer, and business linkage promotion.

In particular, the Contractor will accomplish the following activities:

- 1. Prepare detailed work plan.** A work plan should be drafted by the Contractor in close consultation with UNDP. It should specify the activity areas, the composition of the data collection team and their respective capacities (i.e. number and qualification of the key personnel required for the study and research), travel and logistic arrangements, and detailed timeline of work with fixed deadlines.
- 2. Design detailed BDS assessment toolkit.** Toolkit must be adapted to incorporate issues relevant to country specific conditions and needs of UNDP. The methodology applied should allow for attaining the objectives and goals as specified above. The toolkit should contain (but not be limited to):
 - a) Detailed description of methodological approach;
 - b) BDS surveying tools (sampling approach, survey questionnaire as other necessary tools designed in close collaboration with UNDP);
 - c) Design of the surveying sample of MSMEs. The following variables should be considered when designing the sample and surveying tools: business type, geographical location, industry/sector, business size by number of employees, business size by sales volume of goods (services), business age (start date), gender of the owner/manager, percent of the employment generated in the enterprise to women etc.

It is expected that the representative samples will be prepared by the Contractor and submitted to UNDP for approval.
 - d) Approach to conducting Focus Group Discussion and relevant FGD guides, timelines and composition.
 - e) Relevant templates and outline of the BDS market assessment report.

NOTE: The Contractor should discuss goals of assignment and methodology with UNDP. The final version of the methodology with detailed research methods, samples, tools and timetable of proposed field work, as well as a list of selected MSMEs should be approved by UNDP.

- 3. Conduct Assessment of MSMEs' Demand for Business Development Services (BDS) in Ukraine,** including following sub-activities:

3.1. Quantitative part:

- 3.1.1. Design survey sample of the MSMEs.** The Contractor should ensure that the following conditions are met in regards to the sampling for the survey.
 - Randomly chosen representative sample of companies comprising the total of around **800 MSMEs**;
 - Two different random samples should be prepared, each comprising at least 400 respondents⁷: **a)** random sample of all MSMEs in Ukraine (24 oblasts and the city of Kyiv split into 4 macro-regions of Ukraine); **b)** random sample of all MSMEs in Donbas region (Government-controlled Areas of Donetsk and Luhansk oblasts);
 - The survey should target BDS consumers primarily in the sectors of interest for UNDP and partner Business Membership Organizations and should be identified in cooperation with UNDP and BMOs;
 - It is expected that the sample will be representative in terms of geography and will include MSMEs from both urban and rural areas;
 - The firms in the sample have to be 100 percent privately owned;
 - The Contractor should ensure that each sample includes women's MSMEs⁸;

⁷ The approach may to sampling may be revisited in consultations and with the approval of UNDP

⁸ Women's Enterprises are identified by women participation in equity and employment. Women's enterprise should be owned or managed by a woman and women should amount to more than 50% enterprise's employees.

- Respondents must be the owners or the managers of the company so that they have a reasonable knowledge of the use and expenditure on business services. For medium enterprises, another senior person may be a respondent.

3.1.2. Design and pre-test the survey questionnaire. The Contractor should test the questionnaire for the survey by running the pilot test in selected locations under real conditions and provide detailed feedback. Prior to running the Pilot Test, the Contractor must conduct briefing for interviewers together with the Project. If the Contractor identifies problems with the questionnaire, these should be reported back to UNDP. Modifications should be made to the questionnaire on the basis of lessons learned during the pilot before the actual Market Survey commences.

3.1.3. Conduct survey. The Contractor will conduct interviews with selected representatives of MSMEs respecting the below requirements. All interviews should be conducted in accordance with UNDP standards. The UNDP will provide initial briefing to Key personnel (lead team) of the Contractor, while Contractor will organize proper briefing for all interviewers who will carry out the survey. The modality of survey should be face-to-face interviews.

3.2. Qualitative part:

3.2.1. Conduct Focus Group Discussions. The Contractor will conduct FGDs with selected representatives of MSMEs respecting the below requirements:

- At least 1 focus group discussion should be conducted for MSMEs in each macro-region of Ukraine (central, western Ukraine, southern, eastern Ukraine) and Donbas region (Government-controlled area of Donetsk and Luhansk oblasts) – 6 Focus Group Discussions in total;
- All focus group discussions should be conducted in accordance with UNDP standards and by professional moderator;
- The Contractor must ensure proportional representation of women's MSMEs in FGDs. It is expected that focus groups composition will be formed by the Contractor and submitted to UNDP for approval.

4. Draft the report on MSMEs' demand for Business Development Services. The Contractor will analyse and consolidate the data obtained during the assessment exercise (quantitative and qualitative part) and will produce a high quality consolidated report with a dedicated section on BDS demand in Donbas region. The report shall be prepared in Ukrainian, except for the Executive summary, which has to be also prepared in English.

The final structure and content of the report shall be agreed with UNDP, and consist of the following tentative sections:

- a) Executive summary (2-3 pages) of the Report;
- b) Description of research methodology, including but not limited to structure and description of the study samples, selection of critical BDS, interviewing approach, limitations and challenges encountered;
- c) Findings for BDS, including but not limited to awareness and use of BDS, important factors in BDS purchase decision, spending on BDS, needs and willingness to pay for the services, perception of availability and quality, reasons for eligible MSMEs to not use certain BDS services, specific demand for services etc.;
- d) Main conclusions and recommendations with regard to opportunities for BDS development interventions and business opportunities for BMOs/BSOs in the first instance, and government entities and donor community in the second;
- e) Infographics to be used during presentations and round table discussions;
- f) Annexes (survey forms, interview guides / questionnaires, timetable of the interviews, list of interview participants, audio/video recordings of the FGD, databases and any other materials related to the study should be submitted with the Report). Filled in questionnaires should be made available for checks at the request of UNDP.

5. Draft presentation on the results of the assessment. Upon completing the Report, the Contractor will prepare presentation in Ukrainian and English, which should cover methodology, assessment results, main findings of the

survey and recommendations. It should be prepared in PowerPoint format (or other format approved by UNDP) and agreed with UNDP.

- 6. Representatives of the Contractor (Team leader, researchers) will participate in at least 4 round tables/events to present and discuss the results of the study in different regions of Ukraine.** *The round tables will be organized and covered separately by UNDP, including any associated travel and accommodation expenses for Contractor's representatives.*

To ensure proper delivery of the above tasks, the Contractor will:

- Hold inception and follow-up meetings with UNDP project team as requested;
- Prepare a detailed work plan with time-table for this assignment;
- Develop tools and documentation as described above in this Terms of Reference and validate/approve them with UNDP project team;
- Liaise and ensure constant communication/coordination with UNDP project team regarding all aspects of the assignment, as well as instantly inform UNDP of any difficulties or delays encountered during the delivery of the assignment in order to resolve them.

IV. DELIVERABLES AND TIMELINE:

The Contractor is expected to complete the tasks within the following tentative timeframe.

#	Deliverable	Timeframe
1	Detailed work plan reflecting key activities and stages.	1 week/ Not later than 7 calendar days after signing the contract
2	BDS assessment toolkit, including report on methodology of the survey with detailed research methods, samples, tools and timetable of proposed field work submitted to UNDP for clearance.	2 weeks/ Not later than 14 calendar days after signing the contract
3	Questionnaire Pre-Test completed and necessary revisions implemented. Summary of the quality of the piloted questionnaire identifying misleading questions and any other problems experienced during the pilot data collection exercise submitted to UNDP.	1 week/ Not later than 21 calendar days after signing the contract
4	Data collection and entry. Raw (i.e. unchecked) dataset, as well as clean data for review in a format readable by common statistical software (and in MS Excel format) containing cross tabulations on all the questions, as well as cleaned and weighted results in electronic format and quality assurance report provided to UNDP.	4-5 weeks/ Not later than 45 calendar days after signing the contract
5	At least 6 (six) Focus Group Discussions conducted in the targeted regions and their audio/video recordings and transcript as well as report with brief analysis of the results and quality assurance reports prepared and sent to UNDP.	4-5 weeks/ Not later than 45 calendar days after signing the contract
6	First drafts of the Reports on MSMEs' Demand for Business Development Services presented to UNDP for feedback and validation, containing comprehensive analysis based on quantitative and qualitative data.	Not later than 55 calendar days after signing the contract
	Final Reports on MSMEs' Demand for Business Development Services (in Ukraine and in Donbas region) delivered to UNDP.	Not later than 60 calendar days after signing the contract
7	Presentation of the findings of the survey to be used in further Project activities (e.g. round tables, printed leaflets) presented to UNDP for feedback and validation in the PowerPoint (or other accepted by UNDP) format.	Not later than 60 calendar days after signing the contract
8	Full final Report, containing a brief description of the work performed, deliverables and any other information related to the overall organization	Not later than 70 calendar days after signing the contract

	and execution of the survey, data entry and on organization of the output files highlighting any notable difficulties, challenges and deviations from the original plan, and any other notable occurrences presented to UNDP for feedback and validation	
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The assignment must be completed not later than 15 November 2016

V. COPYRIGHT

All information and products produced by Contractor under this project will remain property of the UNDP.

VI. MONITORING AND REPORTING REQUIREMENTS

The Contractor will work under the supervision of the Project Manager of the UNDP in Ukraine Project “Strengthening SME Business Membership Organizations” and in coordination with UNDP Recovery and Peacebuilding Programme team

The Contractor shall comply with the system of monitoring, evaluation and quality control, implemented by the UNDP. All necessary information, reports, statistics, electronic and paper version of the reports should be prepared and submitted for clearance by UNDP according to a preliminary determined schedule or quickly as possible (within the agreed period of time).

The Contractor has to consult with UNDP on all the steps of the process and proceed to next step only upon obtaining an approval on the accomplished step. The organization should arrange its activities based on the principle of constructive co-operation. It is mandatory to take into account all proposals of UNDP.

After pilot test of the questionnaire, the Contractor shall provide UNDP with a report on the quality of the piloted questionnaire identifying misleading questions and any other problems experienced during the pilot data collection exercise submitted to the Project.

Upon completion of the survey, the Contractor shall deliver Business Development Services Market Assessment Report as prescribed by this TOR.

After the completion of all activities, the Contractor is to submit to the UNDP the Final Report, containing a brief description of the work performed and the deliverables. Final Report should also contain information related to the overall organization and execution of the survey, data entry and on organization of the output files highlighting any notable difficulties, challenges and deviations from the original plan, and any other notable occurrences.

UNDP Requirements to Analytical Reports

It is mandatory for a report structure to include: a cover page, table of contents, glossary of terms, introduction, executive summary, text of the report, conclusion, recommendations, annexes. Annexes should be duly numbered, all tables should contain references to sources and be numbered, as well as there should be references to them in the text of the report.

The report should contain a bibliography and list of web-resources, if relevant. The final report should take into account UNDP analytical standards and standards for writing reports. The report format (layout, text borders, format of charts and tables, format of titles, subtitles and main text, etc.) should provide for a convenient reading of the document and be in line with basic requirements to design (aesthetics) of such kind of documents. The Report should be logical and understandable and have a limited number of specialized terms. The Report should also have a clear structure and be broken into sections (subsections).

The survey shall be carried out objectively without consideration of interests of any parties. All points of view as regards the events and processes shall be provided and compared.

All reports and results are to be submitted to the UNDP in electronic form (*.docx, *.xlsx, *.pptx, and *.pdf or other formats accepted by UNDP).

The Report on BDS assessment should be prepared in Ukrainian, the summary of the Report – in English and Ukrainian whereas interim deliverables may be submitted in Ukrainian only.

VII. MANAGEMENT ARRANGEMENTS

The contractor shall be responsible for managing the process of the task, its human resources, logistics and expenditures related with the tasks in terms of time and adequacy in close consultations with the UNDP.

The Contractor should ensure the reference to UNDP and the State Secretariat for Economic Affairs of Switzerland.

Project implementation will be monitored along the working plan, but UNDP reserve the right to request information about current level of progress at any stage. Final decision on the evaluation of works delivered by the Contractor should be made by the Project Manager of the UNDP in Ukraine Project “Strengthening SME Business Membership Organizations”.

VIII. EXPERIENCE AND QUALIFICATION REQUIREMENTS (ELIGIBILITY CRITERIA) TO CONTRACTOR

General requirements:

- 1) The Company / Organization should be officially registered in Ukraine (commercial, non-profit, non-governmental, educational establishment);
- 2) At least five years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis;
- 3) Experience in conducting research related to Business Development Services, MSMEs or private sector development;
- 4) Availability of human resources to ensure high-quality and timely completion of the assignment;
- 5) Availability of own technical resources for conducting and recording phone interviews and focus group discussions in Kyiv and regions would be an asset;
- 6) Availability of the network of interviewers for carrying out a field work will be an asset;
- 7) Experience in working with the international organizations and donor agencies will be an asset.

Requirements for the Key Personnel:

- **1. Team Leader/Research Coordinator**
- Master's/ Specialist's degree in Marketing, Economy, Finance, Statistics, Management, Business Administration, Social Sciences, Public Administration or other related field;
- Minimum 5 years of experience in project management and/or leading research teams;
- Minimum 5 years of experience in conducting market assessments and/or producing analytical products;
- Fluent Ukrainian/Russian and upper-intermediate English. Fluent English would be an asset.

- **Consultant 1 (Expert on Business Development Services/ SMEs and private sector development)**
- Master's / Specialist's degree in Marketing, Economy, Finance, Statistics, Management, Business Administration, Public Administration, Social Sciences other related field;
- At least 5 years of professional experience in conducting market assessments, social surveys and or marketing research;
- Proven experience in SME sector and private sector development in general, including Business Development services and women's entrepreneurship;
- Fluency in Ukrainian / Russian.

- **3. Consultant 2 (Sampling Specialist/ Analyst)**
- Master's/ Specialist's degree in Marketing, Communications, Economy, Finance, Statistics, Management, Business Administration, Public Administration, Social Sciences, Public Administration or other related field;
- At least 3 years of professional experience in market and consumer surveys design and implementation, including sample design.
- Fluent Ukrainian/Russian and upper-intermediate English. Fluent English would be an asset.

- **4. Focus Group Discussions Moderators (at least 2 moderators)**
- Bachelor's/Master's/Specialist's degree in Marketing, Economy, Finance, Law, Statistics, Management, Business Administration, Organizational Management, Social Sciences, Public Administration or other related field;
- Minimum 3 years of experience in coordinating and conducting in-depth interviews and focus-group discussions;
- Fluency in Ukrainian/Russian.

IX. **DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION**

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

X. **TECHNICAL PROPOSAL**

Required

- ☒ Letter of interest/letter of proposal, with general information on the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed 3 pages);
- ☒ Proposed time schedule with a list of key activities (3 pages);
- ☒ Description of research processes and methodologies (objectives, tasks, activities, methodology, prospective results, mechanisms of evaluation of the research validity) (information should not exceed 10 pages);
- ☒ CVs of the project team members clearly indicating the respective qualification requirements
- ☒ Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work);
- ☒ Electronic copies of analytical reports (not less than two), prepared earlier on similar subjects;
- ☒ Example of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016;
- ☒ At least two references from previous clients.

XI. **PAYMENT SCHEDULE**

Payment will be made in 3 tranches according to the following payment schedule:

- **first payment** - upon satisfactory submission of work plan and BDS assessment toolkit - (30%);
- **second payment** - upon satisfactory submission of the Report with results of survey and FGDs - (60 %);
- **third payment** - upon satisfactory submission of Report on conducted presentation and round table discussions– (10 %).
-

XII. **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. 300). All other financial proposals will receive a number of points inversely proportional to their quoted price; e.g. 300 points x lowest price / quoted price.

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
				A	B	C	D
1	Expertise of the company / organization submitting the proposal	24%	170				
2	Proposed work plan, methodology and approach	40%	280				
3	Personnel and invited experts/consultants	36%	250				
Total Score		100%	700				
Notes							

Technical evaluation forms are provided at the next pages. The maximal points obtainable as per each criterion indicate the relative importance or score weight in general evaluation process.

Technical Proposal Evaluation Forms:

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

Form 2. Proposed work plan, methodology and approach

Form 3. Personnel and invited experts/consultants

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 (commercial, non-profit, non-governmental, educational establishment): 5-6 years in operation – 5 points, 7-8 years – up to 10 points, more than 8 years – up to 15 points.	15			
1.2	Minimum 5 years of proven experience in conducting comprehensive social surveys and/or marketing, research and analysis: 5-6 years –10 points, 7-8 years – up to 20 points, 9 years and more – up to 30 points.	30			
1.3	Experience in conducting research related to Business Development Services, MSMEs or private sector development, evidenced by submitted summaries of reports: no relevant experience – 0 points; 1-3 relevant surveys – 15 points, 4 relevant surveys – up to 25 points, 5 surveys or more – up to 40 points.	40			
1.4	Availability of human resources to ensure high-quality and timely completion of the assignment – 5 points.	5			
1.5	Availability of own technical resources for conducting and recording phone interviews and focus group discussions in Kyiv and regions: no availability – 0 points, availability of technical resources – 10 points.	10			
1.6	Availability of the network of interviewers for carrying out a field work: no availability – 0 points, availability of the network – 10 points.	10			
1.7	Experience in working with international organizations: (no experience – 0 points; availability of experience – 20 points).	20			

1.8.	Quality of prior projects' results (at least 3 cases clearly illustrating relevance, scope of work and results of Contractor's work should be provided in the Proposal): <ul style="list-style-type: none"> - relevance of the cases - 5 points, - quality of the results – 5 points. 	10			
1.9	Quality of analytical reports prepared earlier on similar subjects (not less than two examples should be provided in the Proposal): <ul style="list-style-type: none"> - clarity and consistence of the information - 5 points, - relevance of the visualization means – 5 points, - quality of analysis – 5 points. 	15			
1.10	Quality of developed methodology of a survey on a similar subject or methodology of a survey carried out in 2013-2016 (not less than one example should be provided in the Proposal): <ul style="list-style-type: none"> - methods and tools are well-adjusted to the purpose and objectives of a survey – 10 points; - methodology is aimed at designing comprehensive analytical report - 5 points. 	15			
The total score on Form 1		170			

Technical Proposal Evaluation Form 2		Points Obtainable	Company/Organization		
			A	B	C
Proposed work plan, methodology and approach					
2.1	The relevance of the technical proposal to the objectives and tasks of the TOR, the quality of the proposed approach and methodology and its compliance with the stated goals of the TOR: <ul style="list-style-type: none">- The methodology is well-adjusted to the needs of the ToR – 30 points;- The methods and tools proposed meet the purpose and objectives of assessment and are detailed in the proposal – 40 points;- Proposed methodology and approach are aimed at designing comprehensive assessment report – 30 points;- The technical proposal is realistic within the timeframe stated in TOR – 20 points.- The methodology allows to establish M&E baseline – 10 points.	130			
2.2	The proposed sampling methodology: <ul style="list-style-type: none">- Includes specific regions and cities where the Contractor has capacity to conduct the research – 20 points;- Demonstrates understanding of the MSMEs, and in particular of two distinct groups: women enterprises and MSMEs in conflict affected areas as well as women’s MSMEs specifics – 30 points;- Demonstrates understanding of UNDP and partner organizations priorities and needs for information – 10 points;- Includes at least one sampling script – 20 points;- Includes alternative sampling scripts – 10 points.	90			
2.3	Work plan and timelines: <ul style="list-style-type: none">- Work plan is well elaborated and feasible and includes visualized work schedule – 20 points;- Work plan envisages all the activities and deliverables outlined in ToR – 20 points;- Key measures of the work plan developed in the optimal sequence - 20 points.	60			
	The total score on Form 2	280			

	Technical Proposal Evaluation Form 3	Points Obtainable	Company / Organization		
			A	B	C
Personnel and invited experts/consultants					
	Team Leader/Research Coordinator				
3.1	Higher education with the relevant degree in Marketing, Economy, Finance, Statistics, Management, Business Administration, Public Administration, Social Sciences, other related field (Master’s/ Specialist’s degree - 10 points, PhD or above - 20 points)	20			
3.2	Experience in project management and/or leading research teams (5 years - 10 points, 6-7 years – 20 points, 8 years and more - 30 points)	30			

3.3	Experience in conducting market assessments, social surveys/marketing research and/or producing analytical products (5 years – 10 points, 6 -9 years - 20 points, 10 years and more – 30 points)	30			
3.4	Language skills (Fluent Ukrainian/Russian and upper-intermediate English – 5 points, Fluent Ukrainian/Russian/English - 10 points)	10			
Interim score by criteria 3.1-3.4		90			
	<i>Consultant 1 (Expert on Business Development Services/ SMEs and private sector development)</i>				
3.5	Higher education with the relevant degree in Marketing, Economy, Finance, Statistics, Management, Business Administration, Public Administration, Social Sciences, other related field (Master's/ Specialist's degree - 5 points, PhD or above - 10 points).	10			
3.6	Experience in market assessments, social surveys/marketing research (5 years - 10 points, 6-7 years – 15 points, 8 years and more - 20 points);	20			
3.7	Proven experience in SME sector and private sector development in general, including Business Development services and women's entrepreneurship (1-2 related projects/publications or years of experience – 15 points, 3-4 related project – 20 points; 5 and more related projects/publications or years of experience – 25 points)	25			
3.8	Language skills (Fluent Ukrainian/Russian – 5 points).	5			
Interim score by criteria 3.5-3.8		60			
	Consultant 2 (Sampling Specialist/ Analyst)				
3.9	Higher education with the relevant degree in Marketing, Communications, Economy, Finance, Statistics, Management, Business Administration, Public Administration, Social Sciences or other related field (Master's/ Specialist's degree - 10 points, PhD or above - 20 points)	20			
3.10	Experience in market and consumer surveys design and implementation, including sample design: (3-4 years - 10 points, 5-6 years - 20 points, 7 years and more - 30 points).	30			
3.11	Language skills (Fluent Ukrainian/Russian and upper-intermediate English – 5 points, Fluent Ukrainian/Russian/English - 10 points)	10			
Interim score by criteria 3.9-3.11		60			
	Focus Group Discussions Moderators (at least 2 moderators)				
3.12	Higher education with the relevant degree in Marketing, Economy, Finance, Law, Statistics, Management, Business Administration, Organizational Management, Social Sciences, Public Administration or other related field (Bachelor's degree – 3 points, Master's/ Specialist's degree – 5 points, PhD or above – 10 points)	10			
3.13	Experience in coordinating and conducting in-depth interviews and focus-group discussions (3-4 years - 10 points, 5-6 years – 15 points, 7 years and more - 25points)	25			
3.14	Language skills (Fluent Ukrainian/Russian – 5 points)	5			
Interim score by criteria 3.11-3.12		40			
The total score on Form 3		250			

Annex 4

Model Contract for Professional Consulting Services
between UNDP and a Company or other entity⁹

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 meeting¹⁰[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

⁹This 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.

¹⁰ 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 Payment¹¹
- 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> ¹²	<u>AMOUNT</u>	<u>TARGET DATE</u>
--------------------------------	---------------	--------------------

Upon...../../....
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Invoices shall indicate the milestones achieved and corresponding amount payable.

¹¹ 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.

¹² 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 payment¹³

- 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]**.¹⁴

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 conditions¹⁵

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:

¹³ 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.

¹⁴ 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.

¹⁵ 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.

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.
- 4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Audits and Investigations

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

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

4.3 Anti-terrorism

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.¹⁶
- 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.¹⁷

¹⁶This 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.

¹⁷ 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.¹⁸

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]**

¹⁸ 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.