

# **REQUEST FOR PROPOSAL (RFP)**

All interested	DATE: July 13, 2016			
	REFERENCE: RFP UKR/2016/39			

#### Dear Sir / Madam:

We kindly request you to submit your Proposal for Conducting Inter-laboratory Comparison Test and Laboratory Staff Training Course for Testing of Efficient Lighting Products.

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 07, 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/2016/39" and "Conducting Inter-laboratory Comparison Test and Laboratory Staff Training Course for Testing of Efficient Lighting Products"

Body of the message should include: Name of the offeror

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

<u>Note</u>: 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 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: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

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:	GEF/UNDP project "Transforming the Market for Efficient Lighting"
Brief Description of the	Conducting Inter-laboratory Comparison Test and Laboratory Staff
Required Services	Training Course for Testing of Efficient Lighting Products
The overall objective	The objective of this assignment is to conduct an inter-laboratory comparison (IC) test for the measurement of solid state lighting (SSL) products with Ukraine laboratories and subsequently provide a three (3) day training course for nominated staff from participating laboratories.
Person to Supervise the	
Work/Performance of the	UNDP Project Manager
Service Provider	
Frequency of Reporting	According to TOR attached
Progress Reporting	According to TOR attached
Requirements	
Location of work	According to TOR attached
Expected duration of work	According to the proposed timeframe specified in the attached TOR
Target start date	August 2016
Latest completion date	Within 6 months after signing the Contract
Travels Expected	According to TOR attached
Special Security Requirements	n/a
Facilities to be Provided by	The Contractor will be responsible for all logistics support involved in
UNDP (i.e., must be excluded	organization and finalization of the assignment.
from Price Proposal)	Necessary equipment to carry out the assigned tasks will be provided by
	the Contractor.
	The Contractor will <u>not</u> be responsible for logistics support to organization of the training. UNDP will cover the training cost additionally (venue, food, accommodation, travel of the training participants, printing, translation, other).
Implementation Schedule	
indicating breakdown and	⊠ Required
timing of activities/sub-	☐ Not Required
activities	
Names and curriculum vitae	
of individuals who will be	⊠ Required
involved in completing the	☐ Not Required
services	
Common or of Duccional	☑ United States Dollars (US\$) – strongly advised to use as a risk
Currency of Proposal	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>
	⊠ Euro
	□ UAH

	<u> </u>
Value Added Tax on Price	☐ must be inclusive of VAT and other applicable indirect taxes (VAT
Proposal	should be clearly indicated in separate line), <b>if applicable</b>
	☐ must be exclusive of VAT and other applicable indirect taxes
Malidity Davied of Ducy cools	□ 30 days
Validity Period of Proposals	□ 60 days
(Counting for the last day of submission of quotes)	⊠ 90 days
submission of quotes)	☐ 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	■ Not permitted
	☐ Permitted
A pre-proposal conference will be held on:	Will not be held
_	The payment for Contractor's services will be arranged in 3 installments
Payment Terms <sup>1</sup>	after the completion of respective tasks:
	1. 15% of the total amount shall be paid upon finalization and
	approve of methodology, workplan and tools, reporting format, the
	consultative meeting with the national project stakeholders to agree on the final objectives of the study, the workplan;
	2. 50% of the total amount will be paid upon completion of inter-
	laboratory comparison test;
	3. 35% of the total amount will be paid upon conduct of 3-day
	training course at coordinating laboratory.
	Payment terms: Not later than thirty (30) days as of meeting the
	following conditions:
	a) UNDP's written acceptance (i.e., not mere receipt) of the quality
	of the outputs; b) Receipt of invoice from the Contractor.
Person(s) to review/inspect/	Neceipt of invoice from the Contractor.
approve outputs/completed	UNDP TMEL Project Manager
services and authorize the	
disbursement of payment	
	☐ Purchase Order
Type of Contract to be Signed	☐ Institutional Contract
	☑ Contract for Professional Services
	☐ Long-Term Agreement
	☐ Other Type of Contract
	☐ Lowest Price Quote among technically responsive offers

<sup>-</sup>

<sup>&</sup>lt;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.

Criteria for Contract Award	☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
	☐ 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.
	Technical Proposal (70%)
Criteria for the Assessment of	
Proposal	☐ Proposed work plan, methodology and approach 28.5%
	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	☑ One and only one Contractor
to:	☐ One or more Contractors, depending on the following factors:
	☑ Form for Submission of Proposal (Annex 2)
Annexes to this RFP	☐ General Terms and Conditions / Special Conditions - Available
	through the Link:
	http://www.undp.org/content/undp/en/home/operations/procureme
	nt/how_we_buy/contract_terms/
	☑ Detailed TOR and Evaluation Criteria (Annex 3)
	☑ Contract for professional services template (Annex 4)
	Procurement Unit
Contact Person for Inquiries	UNDP Ukraine
(Written inquiries only) <sup>2</sup>	procurement.ua@undp.org
	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>&</sup>lt;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

- ☑ Dully filled in and Signed Form for Submission of Proposal (Annex 2);
- ☑ 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 organization (which will be the Contractor in case of contract award) must be provided;
- ☑ Copies of other licenses or certificates (if any);
- ☑ Financial statements (Copies of income/balance statements for last 2 years or Audited statements);
- ☑ Letter of interest/letter of proposal, which briefly describes the approach to the performance of work (up to 2 pages);
- ☑ Technical proposal detailing the proposed methodology and work plan;
- ☑ List of inter-laboratory comparison tests executed in the past (with indication of client name, industry and country of origin, study description; duration; year);
- ☑ Proof of ISO/IEC 17043:2010 certification;
- ☑ Generic Protocol Document;
- ☑ Implementation timetable;
- ☑ At least three references from previous clients;
- ☑ Personal CVs of at least 3 team members (Team Lead and 2 Key Experts), including information about past experience in similar assignments and contact details for referees.

# Other Information Related to the RFP

#### **Administrative Requirements:**

Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirement/s:

- ✓ Offers must be submitted within the stipulated deadline
- ✓ Offers must meet required Offer Validity
- ✓ Offers have been signed by the proper authority
- ✓ Offers include requested company/organization documentation, including documentation regarding the company/organization's legal status and registration
- ✓ Offers must comply with general administrative requirements: The Contractor shall be a legal entity and possess current accreditations for:
- Implementation of calibrations (ISO/IEC 17025:2005);
- Production and certification of reference materials (ISO Guide 34:2009);
- Organisation and implementation of inter-laboratory investigations (ISO/IEC 17043:2010) within the field of Optical Radiation Measurements.

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 procurement.ua@undp.org

#### 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/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  $\underline{\mathsf{RFP}}\ \mathsf{UKR/2016/39}\ \mathsf{dated}\ \mathsf{7/13/2016}$ , 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 If Consortium, please provide written confirmation from each Legal status 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>&</sup>lt;sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;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	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 3 previous partners for reference	Please attach the signed reference letters if any.
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.	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 approach to the performance of work (up to 2 pages);
- 2. Technical proposal detailing the proposed methodology and work plan;
- 3. List of inter-laboratory comparison tests executed in the past;
- 4. Proof of ISO/IEC 17043:2010 certification;
- 5. Generic Protocol Document;
- 6. Implementation timetable;
- 7. At least three references from previous clients;
- 8. Personal CVs of at least 3 team members (Team Lead and 2 Key Experts), 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 Key Experts, supporting personnel, etc.);
- b) CVs demonstrating qualifications, degrees/diplomas/specialization, employment record, current employment, post occupied in the company, etc.;
- c) Written confirmation from each team member that they are available for the entire duration of the contract.

#### At least:

- 1) Team Leader
- 2) Key Expert 1
- 3) Key Expert 2
- 4) 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 [list them as referred to in the RFP]	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	Deliverable 3				
	Total (please indicate currency)	100%			

<sup>\*</sup>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	Key Expert 1						
1.3	Key Expert 2						
1.4	Other experts (as required)						
2	Test-related costs						
2.1	Testing artefacts						
2.2	Inter-laboratory comparison test						

2.3	Other (if any - to define clearly			
	activities/costs)			
3	Training-related costs			
3.1	Conducting 3-day training			
3.2	Training materials (printing,			
	stationery, etc.)			
3.3	Presentation-related costs			
3.4	Other (if any - to define clearly			
	activities/costs)			
4	Administration Costs (if necessary)			
4.1	Communication (Internet/Phone/etc.)			
4.2	Postal services (if applicable)			
4.3	Other (if any - to define clearly			
	activities/costs)			
5	Travel and Lodging			
5.1	Travel costs (tickets)			
5.2	Accommodation			
5.3	Daily Allowance			
6	Translation Costs			
6.1	Translation (if necessary)			
6.2	Interpretation (if necessary)			
7	Other costs (if any - to define clearly			
	activities/costs)			
7.1				
7.2				
	Total (please indicate currency)			

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

#### Annex 3

#### **TERMS OF REFERENCE**

Inter-laboratory Comparison Test and Laboratory Staff Training Course for Testing of Efficient Lighting Products within GEF/UNDP project "Transforming the Market for Efficient Lighting"

**Services required:** Inter-laboratory Comparison Test and Laboratory Staff Training Course for Testing of Efficient Lighting Products

**Duration:** 6 month starting from August 2016

#### 1. Background

#### 1.1. Relevant Project Background

Ukraine continues to be one of the least energy efficient countries in the world and has one of the highest GHG emissions level per unit of GDP among CIS countries. Ukraine ranks 19th among the world's largest emitters of GHGs. Overall, Ukraine is one of the countries in Europe with the lowest energy-efficiency. The Ukrainian energy sector contributes 69% of overall GHG emissions.

Energy-efficient (EE) lighting is usually given lower priority compared to measures for energy-efficiency related to heating supply. Energy consumption from lighting is not as seasonal compared to heating, and EE lighting impacts electricity production and distribution. In contrast, heating energy in Ukraine is largely generated from coal or gasfired district heating-boilers and networks. So the impact of EE lighting initiatives will be on a different industrial complex than other energy-savings programs that focus on savings for heating. Therefore EE lighting measures are an important (and often under-prioritized) energy policy tool. If EE lighting implemented on a grand-scale in Ukraine it would free-up additional electrical capacity for export, industrial use, or result in a decrease in GHG emissions from fuel savings.

The project aims to help to transform the market for EE lighting technologies by removing barriers of its implementation, which will contribute to reduction of GHG emissions.

#### 1.2. Relevance of the study

There are systemic reasons behind the ability of low-quality so-called "grey market" LED and CFLs to enter the Ukraine market. Currently, the "State Accreditation Agency" accredits laboratories (state and private) to perform testing according to legislative standards on LED, CFLs and other lighting products. For any lighting product to enter into the territory of Ukraine a "certificate of conformity" needs to be issued by an intermediary agency that receive a "testing protocol" from an accredited laboratory. Supposedly, many of the testing laboratories in Ukraine do not have the correct testing equipment to fully test the LED and CFLs against the standards. Even so, these laboratories are issuing the testing protocols which later allow the certificates of conformity to be issued to the "grey-market" importer. The task of the study is to conduct Inter-laboratory Comparison Test and Laboratory Staff Training Course for Testing of Efficient Lighting Products

#### 2. Objectives, scope and results of study

#### 2.1. Overall objective

The objective of this assignment is to conduct an inter-laboratory comparison (IC) test for the measurement of solid state lighting (SSL) products with Ukraine laboratories and subsequently provide a three (3) day training course for nominated staff from participating laboratories.

#### Scope of works:

The coordinating laboratory will undertake the following:

- <u>A: Inter-laboratory Comparison Test</u>
  - 1. Coordinate, and conduct, an inter-laboratory comparison (IC) test for the measurement of solid state lighting products with five (5) nominated photometric laboratories in Ukraine
  - 2. All documentation and procedures shall be in accordance with ISO/IEC 17043:2010 to potentially enable it to be recognized by accreditation bodies (ABs) as evidence of the competence of the laboratories for measurement of SSL products.
  - 3. The inter-laboratory comparison (IC) test shall be a star type, with each participating laboratory receiving its own set of artefacts.
  - 4. A generic protocol document shall be provided to participant laboratories translated in Ukrainian or Russian.
  - 5. A plan and schedule shall be developed with input from UNDP and the participating laboratories.
  - 6. The test procedure shall be as described in CIE S025 2015 "Test Method for LED lamps, luminaires and modules" or an equivalent recognized test procedure.
  - 7. All testing shall be conducted using electrical supply voltage of 220Vrms at 50 Hz
  - 8. The scope of measurements shall consist of:
    - RMS voltage (V) and current (A)
    - Electrical active power (W)
    - Total luminous flux (lm)
    - Luminous efficacy (Im\W)
    - Chromaticity coordinates: x, y
    - Correlated colour temperature (CCT) (K)
    - Colour Rendering Index (CRI) Ra
    - Power factor
  - 9. The artefacts shall consist of one (1) incandescent lamp and five (5) SSL lamps selected for the purposes of testing a laboratory's measurement accuracy of lamps possessing particular operating characteristics.
  - 10. All SSL products shall be tested for suitability for inclusion as an artefact including stability and drift.
  - 11. Uncertainty calculations shall be required of the all participant laboratories.
  - 12. Packing and transport instructions for the artefacts shall be provided to participant laboratories.
  - 13. Test data sheets shall be provided for uniform reporting from participant laboratories.
  - 14. Evaluation of the performances of the laboratories shall be analysed by use of the En number (defined in ISO 13528 and ISO/IEC 17043) and z' score (defined in ISO 13528).
  - 15. All stages of the inter-laboratory comparison test shall be conducted in a timely manner to enable completion of the IC test by 30th September 2016.

#### B: Laboratory Staff Training Course

1. A three (3) day training course, shall be developed that:

- a. Includes theoretical and practical knowledge relevant to photometric testing of SSL products;
- b. Incorporates recommended remedial topics identified from the outcomes of the IC Test;
- c. Is approved by the project team.
- 2. Material for each topic shall be delivered by staff competent and expert in the field.
- 3. A short exit survey (prepared jointly by the coordinating laboratory and project team) shall be conducted at the completion of the course.
- 4. The training course should be completed on or before 31st October 2016.

#### C: Presentation in Ukraine

- 1. Preparation of a presentation on the findings of the IC Test.
- 2. Delivery of presentation at the 2016 Ukraine international conference, anticipated to be held in November 2016.
- In addition, the coordinating laboratory shall maintain the following activities:
  - 1. Support to the Project Manager and international CTA upon request on technical and program development issues throughout the implementation period of this project.
  - 2. Communications with all the main stakeholders (including but not limited participating laboratories).

#### 2.2. Major focus of the analysis:

To conduct an inter-laboratory comparison (IC) test for the measurement of solid state lighting (SSL) products with Ukraine laboratories and subsequently provide a three (3) day training course for nominated staff from participating laboratories.

#### 2.3. Results to be Achieved by the Contractor:

The coordinating laboratory will prepare the following documents.

#### IC Test:

- 1. Plan and schedule for testing
- 2. Generic Protocol
- 3. Test data sheets template
- 4. Packing and transport instructions
- 5. Formal Results Notification template

#### Laboratory staff training course:

- 1. Course outline
- 2. Agenda
- 3. Presenting/training staff profile and short bio

#### 4. Exit survey

#### The coordinating laboratory will prepare the following reports:

- 1. A Formal Results Notification for each participating laboratory after the submission of their test results and the return of the artefacts.
- 2. A final report presenting the results of the nucleus laboratory and the de-identified results of the participating laboratories
- 3. A report detailing (a) potential equipment inadequacies, staff competencies and any other significant issues identified during the IC Test, (b) recommendations for rectification and (c) proposed remedial topics for inclusion in subsequent staff training course.
- 4. A summary report on the content and outcomes of the staff training course, and include the exit survey responses.

#### 3. Methodology, Timing and Logistics

#### 3.1. Methodology

- To accomplish the task the Contractor shall use all documentation and procedures in accordance with ISO/IEC 17043:2010 to potentially enable it to be recognized by accreditation bodies (ABs) as evidence of the competence of the laboratories for measurement of SSL products.
- All final and mid-term results produced by the contracted organization will be put into effect once approved by the Project Manager and international CTA. They will review the reports, assess the quality of results and guide the Contractor, as necessary, during the task implementation course.
  - **3.2. Commencement Date and Period of Execution:** This assignment will commence in July 2016 and will remain effective during 6 months (as mentioned in the Tentative Work plan below).
  - **3.3. Office Accommodation:** The Contractor will arrange office accommodation on its own cost.
  - **3.4. Equipment and Materials:** Necessary equipment to carry out the assigned tasks will be provided by the Contractor.
  - **3.5. Transportation:** The Contractor will cover transportation, accommodation and subsistence costs to be incurred in the course of carrying out the above mentioned tasks.

#### 4. Requirements

- 4.1. General: The Contractor shall be a legal entity and possess current accreditations for
  - 4.1.1. Implementation of calibrations (ISO/IEC 17025:2005);
  - 4.1.2. Production and certification of reference materials (ISO Guide 34:2009);
  - 4.1.3. Organization and implementation of inter-laboratory investigations (ISO/IEC 17043:2010) within the field of Optical Radiation Measurements.

#### 4.2. Company Competence:

The laboratory should have experience in:

- 1. Participating in international Key Comparisons in lighting products at least 5 comparison tests as evidence in company profile with indication of clients;
- 2. Conducting proficiency testing of photometric measurements of solid state lighting (SSL) products at least 4 years;
- 2. Providing laboratory training courses for photometric laboratory staff at least 5 trainings;
- 3. Communicating with personnel from participating laboratories whose native language is not English will be an asset.

The laboratory should provide draft copy of the generic protocol document proposed for this project.

#### **Qualifications of the experts**

#### **Team leader**

#### • Educational background:

At least Master's degree (or equivalent) in Science, Engineering or other related field;

#### • Professional experience:

- Experience in managing a laboratory's participation in Key Comparisons or coordinating proficiency tests at least 3 years;
- Solid research/academic experience, including peer reviewed publications would be an important asset, particularly in relation to test methodologies in photometry, colorimetry or related uncertainty analysis;
- Managerial experience at least 3 years;
- Experience in consulting senior decision makers at least 3 years;
- Language skills: knowledge of English is mandatory.

#### Key experts: (at least 2 key experts or more)

- Education background: Master's degree (or equivalent) in Science, Engineering or other related field
- Professional background: at least 2 years testing experience in a photometric laboratory and calibration of lighting sources;
- Language skills: knowledge of English would be an advantage.

### 4.3. Management

The Contractor will 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 contracting agency will work, through a deputed representative, Team Leader, closely with the UNDP Project Manager in Ukraine and international CTA.

Work-progress reporting/monitoring meeting will be held with the Contractor on a monthly basis, however UNDP may request information about current study stance. UNDP Project Manager in Ukraine will be the final authority to control the quality and evaluate the work.

#### 5. Reports

#### **5.1.** Reporting requirements:

The Contractor will submit the final and mid-term reports of the Study in English and the Study Summary Report with the final set of recommendations in English in paper and electronic form. Final report as well as summary report should be developed in a way that does not require further editing. The language of final report should be English followed by abstract in English.

#### 5.2. Use of Reports/Documents:

No report or document should be published or distributed to third parties without approval of the UNDP.

#### Tentative work plan

Tentative Date	Deliverable
Week 0	Signing of Contract
	Commencement of inter-laboratory comparison test
Week 4	Shipping of artefacts to participating laboratories
Week 9	Completion of testing by participating laboratories
Week 18	Completion of final report by coordinating laboratory
Week 22	Conduct of 3-day training course at coordinating laboratory
Week 24	Presentation of findings of IC Test at Ukraine international conference

The tentative plan above is subject to adjustments (based on any changes proposed by the Contractor) upon written agreement of the Project Manager. Any unauthorized breach of the terms of the agreed plan could lead to a termination of the contract.

#### 6. Proposed payment schedule

The payment to the Contractor will be proceeded in 3 instalments upon satisfactory completion of the following tasks:

- 1. 15% of the total amount shall be paid upon finalization and approve of methodology, workplan and tools, reporting format, the consultative meeting with the national project stakeholders to agree on the final objectives of the study, the workplan;
- 2. 50% will be paid upon completion of inter-laboratory comparison test;
- 3. 35% will be paid upon conduct of 3-day training course at coordinating laboratory;

#### 7. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in English.

#### 8. 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 "Proposed payment schedule".

#### 9. 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 have passed the minimum technical score of 70% (or 490 points) of the obtainable score of 700 points in the evaluation of the technical proposals.

At 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.

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

Overall evaluation shall result from a cumulative analysis, 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 shall 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 awarded to the bidder which had submitted the winning proposal.

#### **Technical evaluation criteria**

Summary of Technical Proposal Evaluation Form		Score Weight	Max Points obtainable	Co	ompany Enti	r
1.	Expertise of Firm/Organization submitting Proposal	43%	300			
2.	Proposed Workplan, Methodology and Approach	28.5%	200			
3.	Expert group	28.5%	200			
	Total	100%	700			
	Remarks					

Evaluation forms for technical proposals follow on the next two 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 Firm/Organization Submitting Proposal

Form 2. Proposed workplan, Methodology and Approach

Form 3. Personnel

## Assessment of technical proposal

Techn Form	ical Proposal Evaluation 1	Points obtainable	•	any / ( Entity	Other
			Α	В	С
	Expertise of a company / organization				
1.1	Reputation of Organization / Credibility / Reliability / Industry Standing / Organization / Company profile  Excellent reputation & proven experience in the relevant sphere s:  - Excellent – 70 points, good – 50 points, satisfactory – 30 points, weak – 10 points, negative – 0 points.	70			
1.2	Participating in international Key Comparisons in lighting products:  - at least 5 comparison tests as evidence in company profile - 40 points;  - 6 – 10 comparison tests - 50 points;  - more than 10 comparison tests – 60 points.	60			
1.3	Experience in conducting proficiency testing of photometric measurements of solid state lighting (SSL) products: - at least 4 years – 40 points; - 5-10 years – 50 points - more than 10 years – 60 points.	60			
1.4	Experience in providing laboratory training courses for photometric laboratory staff: - at least 5 trainings – 40 points; - 6 – 10 trainings – 50 points; - More than 10 trainings – 60 points.	60			
1.5	Experience in communicating with personnel from participating laboratories whose native language is not English:  - No experience – 0 points;  - Availability of experience – 25 points;  - Experience in communicating in Russian or Ukrainian – 50 points.	50			
	Total for Form 1	300			

	Technical Proposal Evaluation Poi Obtai		Company / Other Entity		
			Α	В	С
	Proposed Work Plan, Methodology/ Approach				
2.1	Is the methodology and approach suggested appropriate for the task and corresponds to the TOR?	Up to 40			
2.2	Have the important aspects of the task been addressed in sufficient detail and is the sequence of activities logical?	Up to 40			
2.3	Are the different components of the assignment adequately weighted and relative to one another?	Up to 40			
2.4	Is the proposed work plan detailed and realistic and promises efficient implementation to the project?	Up to 40			
2.5	Is the quality assurance plan proposed in the methodology adequate?	Up to 40			
	Total for Form 2	200			

Techn Form	ical Proposal Evaluation 3	Points Obtainable	Company / Other Entity		
			Α	В	С
	Personnel			ı	
	Team Leader				
3.1	<ul> <li>Education:</li> <li>- Master's degree (or equivalent) in Science, Engineering or other related field – 7 points;</li> <li>- PhD or equivalent - 10 points.</li> </ul>	10			
3.2	Experience in managing a laboratory's participation in Key Comparisons or coordinating proficiency tests:  - At least 3 years of experience - 30 points;  - More than 3 years – 40 points.	40			
3.3	Solid research/academic experience, including peer reviewed publications: - no experience - 0 points; - available experience - 5 points; - academic experience related to test methodologies in photometry, colorimetry or related uncertainty analysis - 10 points.	10			
3.4	Proven managerial experience; - at least 3 years - 10 points; - more than 3 years - 15 points.	15			
3.5	Experience in consulting senior decision makers: - at least 3 years - 7 points; - more than 3 years – 15 points.	15		_	
3.6	Language Skills:  - Working-knowledge of English – 5 points;  - Fluent English – 10 points.	10			
	Sub-score for 3.1-3.6	100			
			1	1	
	Key Expert 1				
3.7	<ul> <li>Education:         <ul> <li>Master's degree (or equivalent) in Science, Engineering or other related field – 7 points;</li> <li>PhD or equivalent - 10 points.</li> </ul> </li> </ul>	10			
	Professional background:				
3.8	<ul> <li>at least 2 years testing experience in a photometric laboratory and calibration of lighting sources – 20 points;</li> <li>more than 2 – 30 points.</li> </ul>	30			
3.9	Language Skills: - no knowledge of English – 0 points; - working-level of English or higher – 10 points.	10			
	Sub-score for 3.7-3.9	50			
	W 5				1
	Key Expert 2				
3.10	<ul> <li>Education:</li> <li>- Master's degree (or equivalent) in Science, Engineering or other related field – 7 points;</li> <li>- PhD or equivalent - 10 points.</li> </ul>	10			
3.11	Professional background:  - at least 2 years testing experience in a photometric laboratory and calibration of lighting sources – 20 points;	30			

	more than 2 – 30 points.			
3.12	Language Skills:  - no knowledge of English – 0 points;  - working-level of English or higher – 10 points.	10		
	Sub-score for 3.10-3.12	50		
	Total for Form 3	200		

#### Annex 4

	Model Contract for Professional Consulting Services
	between UNDP and a Company or other entity <sup>5</sup>
Date _	
D	::-/b /a da usa
	iir/Madam,
Ref.: _	/ [INSERT PROJECT NUMBER AND TITLEOR OTHER REFERENCE]
[comp COUN [INSER	Inited Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your rany/organization/institution], duly incorporated under the Laws of[INSERT NAME OF THE TRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of
1. <u>Cont</u>	tract 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 [refdated], 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:
	NameSpecializationNationalityPeriod of service

<sup>&</sup>lt;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>&</sup>lt;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 cl	nanges	in	the	above	key	personnel		require UNDP.	prior	written	approval	of
2.4	The Contant satisf			-				nistrative	support ne	eded in	order to ei	nsure the tin	nely
2.5	The Conf	tractor sl	nall sul	bmit t	o UNDP	the del	iverables sp	ecified he	ereunder ac	cording	to the follo	owing sched	lule:
	[LIST DE	LIVERAB	LES]				[INDICATE	DELIVE	RY DATES]				
	e.g.												
	Progress	report						.//					
	Final rep	ort						.//					
2.6		during t	he per	iod of	f time cov	ered ir		rt. All rep	orts shall be	e transm		dered under e Contracto	
of enter	ing into t	his Cont	ract, a	ıs wel	I as the	quality		verables		-		for the purp this Contrac	
						OPTIC	N 1 (FIXED	PRICE)					
3.	Price and	d Payme	nt <sup>7</sup>										
3.1		the Con										Contract, UI N FIGURES A	
3.2	-				-		ny adjustme or in the per			-	ce or curre	ncy fluctuat	ions
3.3	-		-									ontractor of the Services	
3.4		or to the	e addre	ess sp				-	-			bmitted by estones and	
	MILESTO	NE <sup>8</sup>		<u>A</u>	MOUNT		1	ARGET D	<u>PATE</u>				
	Upon						.//						
	Invoices	shall ind	icate t	he mi	lestones	achieve	ed and corre	espondin	g amount p	ayable.			

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

<sup>&</sup>lt;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>&</sup>lt;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.

3.	Price an	d payment <sup>9</sup>
3.1		onsideration for the complete and satisfactory performance of the Services under this Contract, UNDP y the Contractor a price not to exceed [INSERT CURRENCY & AMOUNT IN FIGURES AND ].
3.2	The Brea	bunt contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. akdown of Costs in Annex [INSERT ANNEX NUMBER] contains the maximum amounts per cost that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of all reimbursable costs incurred in the performance of the Services.
3.3	services the Brea	utractor shall not do any work, provide any equipment, materials and supplies, or perform any other which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in akdown of Costs for each cost category without the prior written agreement ofand TITLE], UNDP.
3.4	-	ts effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its ons under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
3.5	The Cor	ntractor shall submit invoices for the work done every [INSERT PERIOD OF TIME OR DNES].
		OR
3.5.		tractor shall submit an invoice for [INSERT AMOUNT AND CURRENCY OF
		VANCE PAYMENT IN FIGURES & WORDS] upon signature of this Contract by both parties and invoices work done every [INSERT PERIOD OF TIME OR MILESTONES]. 10
	for the v Progress ed by t docume	[INSERT PERIOD OF TIME OR MILESTONES]. 10 s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the
submitte	Progressed by the docume UNDP.	[INSERT PERIOD OF TIME OR MILESTONES]. 10 s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the
Breakdo 4.	Progressed by to docume UNDP. Sown of Co	[INSERT PERIOD OF TIME OR MILESTONES]. 10 s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the sts.
Breakdo 4.	Progressed by to docume UNDP. Sown of Co	[INSERT PERIOD OF TIME OR MILESTONES]. 10  s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the sts.  Conditions 11  ponsibility for the safety and security of the Contractor and its personnel and property, and of try in the Contractor's custody, rests with the Contractor.
Breakdo 4. 4.1 UNDP	Progressed by to docume UNDP. Sown of Co Special of The respons proper	[INSERT PERIOD OF TIME OR MILESTONES]. 10  s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the sts.  Conditions 11  ponsibility for the safety and security of the Contractor and its personnel and property, and of try in the Contractor's custody, rests with the Contractor.
Breakdo 4. 4.1 UNDP	Progressed by to docume UNDP. Sown of Co Special of The respons proper Secur	[INSERT PERIOD OF TIME OR MILESTONES]. 10  s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the sts.  conditions 11  ponsibility for the safety and security of the Contractor and its personnel and property, and of try in the Contractor's custody, rests with the Contractor.
Breakdo 4. 4.1 UNDP	Progressed by to docume UNDP. Sown of Co Special of The response Securate Canage (a)	[INSERT PERIOD OF TIME OR MILESTONES]. 10  s and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices the Contractor to the address specified in 9.1 below, together with whatever supporting intation of the actual costs incurred is required in the Breakdown of Costs or may be required by Such payments shall be subject to any specific conditions for reimbursement contained in the sts.  conditions 11  ponsibility for the safety and security of the Contractor and its personnel and property, and of try in the Contractor's custody, rests with the Contractor.  ity  ontractor shall:  put in place an appropriate security plan and maintain the security plan, taking into account the

<sup>&</sup>lt;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>&</sup>lt;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>&</sup>lt;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.

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 <a href="http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm">http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm</a>. This provision must be included in all subcontracts 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>
- 4.6 Owing to [......], Article(s) [......] of the General Conditions in Annex I shall be amended to read/be deleted.<sup>14</sup>

 $<sup>^{12}</sup>$ This clause must be used when an advance payment of  $\underline{\$50,000}$  or more is granted to the Consultant and may be used for payments under  $\underline{\$50,000}$  when appropriate. Please note that advance payments should be exceptional, whatever their amount and must comply with UNDP Financial Regulations and Rules.

<sup>&</sup>lt;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.

<sup>&</sup>lt;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.

- 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. The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall 7.2 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]