

# **REQUEST FOR PROPOSALS**

## **LONG-TERM AGREEMENT (LTA) FOR PROVISION OF CONFERENCE SERVICES TO UN SYSTEM IN UKRAINE**

**RFP UKR/2017/010**



**Ukraine**

**United Nations Development Programme**

March, 2017



## Section 1. Letter of Invitation



Kyiv, Ukraine

March 2, 2017

RFP UKR/2017/010

### **LONG-TERM AGREEMENT (LTA) FOR PROVISION OF CONFERENCE SERVICES TO UN SYSTEM IN UKRAINE**

Dear Proposers,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security
- Section 9 – Long Term Agreement for the Provision of Services/Goods

**Your offer, comprising of a Technical and Financial Proposal, in separate archive files, should be submitted in accordance with Section 2.**

Should you require further clarifications, kindly submit your request to UNDP to the following address:

United Nations Development Programme  
procurement.ua@undp.org  
Attention: Procurement Unit

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

A handwritten signature in blue ink, which appears to read 'Andra Brige', is written over a horizontal line.

Andra Brige  
UNDP Deputy Country Director (Operations)

## Section 2: Instruction to Proposers

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

the deadline for the submission of Proposals.

- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/documents/about/transparencypdocs/UNDP\\_Anti-fraud\\_Policy\\_English\\_FINAL.pdf](http://www.undp.org/content/dam/undp/documents/about/transparencypdocs/UNDP_Anti-fraud_Policy_English_FINAL.pdf) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link:  
[http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP\\_supplier\\_code\\_of\\_conduct.pdf](http://www.undp.org/content/dam/undp/documents/procurement/documents/UNDP_supplier_code_of_conduct.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date

indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means, and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Proposals**

11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).

11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4

of this RFP.

## 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
  - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death



or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached excel template of Financial proposal. It shall list all major cost components associated with the services, and the detailed breakdown of such costs. The prices for corresponding components will be used for calculation of weighted price of financial proposal according to the algorithm described in the instructions to Financial Proposal provided on a separate page of a template.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

#### **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

#### **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the

joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Files MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. FINANCIAL PROPOSAL must be password protected.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has been received by electronic e-mail box of UNDP to the address indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

### 24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected.

### 25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

# **E. EVALUATION OF PROPOSALS**

## **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

## **29. Evaluation of Proposals**

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = Total Average Score Obtained by the Offer</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x Maximum Obtainable Financial Score</p> <p><u>Total Combined Score:</u></p> <p>TP Score + FP Score=<b>Total Combined and Final Score of the Proposal</b></p>
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29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html> for details)

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary 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.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>LONG-TERM AGREEMENT (LTA) FOR PROVISION OF CONFERENCE SERVICES TO UN SYSTEM IN UKRAINE</b>
2		Title of Services/Work:	<p>Conference services for the UN system in Ukraine:</p> <p>LOT #1 Provision of conference services in Kyiv and Kyiv region.</p> <p>LOT #2 Provision of conference services in Donetsk and Luhansk regions (territories under control of Ukrainian government).</p> <p><i>N.B.: Conference services in other regions of Ukraine will be provided based on a secondary competition among LTA holders resulting from the current tender procedure, according to capacities of the holders in other regions of Ukraine, demonstrated in technical proposals of successful Bidders.</i></p>
3		Country:	Ukraine
4	C.13	Language of the Proposal:	<p><input checked="" type="checkbox"/> English - preferred language of the Proposal submission</p> <p>As this particular procurement case is subject to review and approval by UNDP HQ Advisory Committee on Procurement, members of which are English speakers, the Proposers are requested to submit their Proposals in English</p> <p><input checked="" type="checkbox"/> Ukrainian/ Russian</p>

5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Allowed. By Lots. <input type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered. <input type="checkbox"/> Shall be considered.
7	C.22	A pre-proposal conference will be held on:	<b>Time: 14-00</b> <b>Date: March 09, 2017</b>  Address: 28 Instytutska street, Kyiv Venue: Aleksanyan conference hall Contact person: Procurement Unit Telephone: +38 044 253 93 63
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Required Amount: USD 5,000 Form: Bank guarantee  <input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Bank Guarantee (Please refer to Section 8 for template)
11	B.9.5 C.15.4 a)	Validity of Proposal Security	120 days from the last day of Proposal submission.  Proposal Security of unsuccessful Proposers shall be returned.
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions:

14	F.37	Performance Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) – <u>strongly advised</u> to use as a risk mitigation measure against the impact of the local currency devaluation. UNDP will execute payments in UAH based on UN Operational Exchange Rate effective at the date of payment.  <input checked="" type="checkbox"/> Local Currency .  <i>Reference date for determining UN Operational Exchange Rate: 01 March 2017, please refer to <a href="http://treasury.un.org">treasury.un.org</a></i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Unit Address: 1, Klivskyi Uzviz, 01021 Kyiv, Ukraine  E-mail address dedicated for this purpose: <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website <a href="http://procurement-notice.undp.org">http://procurement-notice.undp.org</a>
19	D.23.3	No. of copies of Proposal that must be submitted	Electronic submission of Proposals.  Proposals shall be submitted to the e-mail: <a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a>  <i>Please note that Proposals received through any other address will not be considered.</i>

21	C.21 D.24	Deadline of Submission	Date and Time : March 20, 2017 11:59 PM Kyiv time
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Proposals
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a></p> <p><input checked="" type="checkbox"/> Format : PDF files preferred in <b>ZIP archives only (other types of archive can cause fail during opening of proposals)</b></p> <p><b>Financial proposal MUST BE provided in the separate file with lot indicated and password protected.</b></p> <p><input checked="" type="checkbox"/> Password to financial proposal <b>must be provided to UNDP based on the request.</b> UNDP Procurement Unit will send a written request for password of qualified bidders.</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: [5 MB]</p> <p><input checked="" type="checkbox"/> Max. No. of transmission : [5]</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted : [1]</p> <p><input checked="" type="checkbox"/> Mandatory subject of email : <b><i>RFP UKR_2017_010 Conference services for the UN system in Ukraine (Please indicate LOT Reference)</i></b></p> <p><b>IMPORTANT NOTES :</b></p> <p><b>Proposers MUST indicate clearly for which LOT they are submitting an offer.</b></p> <p><b>Proposers submitting a Proposal for both LOTs are allowed to submit one combined Technical Proposal. If decided so, the differences applicable for each lot must be clearly specified in appropriate forms of a submission. Technical proposals may be submitted separately by lots at Bidder's convenience.</b></p> <p><b>Financial Proposals under each LOT MUST be submitted in separate password protected files (by email) with proper indication of LOT reference.</b></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: [Files should not contain any viruses or malware software.]</p>

			<input checked="" type="checkbox"/> Digital Certification/Signature: <b>Please protect your Financial Proposal (archive) with password!</b> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>[Kyiv +2]</i>  <i>Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected</i>  <b>IMPORTANT NOTES :</b> Any bid sent to the private email addresses of any procurement staff will not be accepted.  Please take into consideration the fact that emails are delivered within 5-10 mins, therefore avoid last minute submission, which might lead to late submission.
24	D.23.1	Date, time and venue for opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input type="checkbox"/> Lowest financial offer of technically qualified Proposals <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively <input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<b>General:</b> <input checked="" type="checkbox"/> Duly signed Technical Proposal as per Sections 4-6; <input checked="" type="checkbox"/> Duly signed Financial Proposal as per Section 7; <b>Financial Proposal MUST BE provided in the separate file and password protected.</b>  <input checked="" type="checkbox"/> Duly signed <b>FORM FOR PROPOSAL SECURITY</b> as per Section 8.  <b>Company:</b>

			<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 5 Clients in terms of Contract Value the past 2 years <input checked="" type="checkbox"/> List of corporate clients highlighting similar contracts for clients of comparable business nature and/or size as UNDP/UN; <input checked="" type="checkbox"/> CVs of responsible staff highlighting experiences in servicing similar contracts, including relevant certificates, accreditations and awards received as per Section 6.
27		Other documents that may be Submitted to Establish Eligibility	As per DS #26
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	
29	C.15.2	Latest Expected date for commencement of Contract	April 14, 2017
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1 (one) year with a possibility to extend for 2 (two) additional 1 (one)-year terms at the discretion of the procuring UN entity

31		UNDP will award the contract to:	<input type="checkbox"/> One Proposer only <input checked="" type="checkbox"/> One or more Proposers, depending on the following factors:  <b>Up to 3 Proposers (for each LOT separately) having achieved the highest score according to Criteria for the Award of Contract and Evaluation of Proposals, with the intermediate prices comparison during contract validity period as described in the Terms of Reference</b>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Proposals will be evaluated <i>separately for each LOT</i> on the following basis:  1. Preliminary Evaluation to determine completeness of Proposals with the below formal criteria on “Pass” or “Fail”: 1.1. Proposals must be submitted within the stipulated deadline;  1.2. Proposals must meet required Offer Validity;  1.3. Proposals have been signed by the proper authority;  1.4. Proposals include requested company documentation, including Proposal Security and documentation regarding the company’s legal status and registration  1.5. Proposals must comply with general administrative requirements:  1.5.1. Proposer must be properly registered company  1.5.2. Proposer must have proven experience in provision of conference services management – at least 3 years;  2. Technical Scoring: A two-stages procedure is utilized in evaluating of the Technical Proposals: 2.1. Evaluation of Proposals vs minimum technical requirements; 2.2. The Proposers that are compliant with minimum evaluation criteria will be passed



			<p>to further technical evaluation in accordance with evaluation matrix. Maximum technical score obtainable is 700 as per the Technical Evaluation criteria.</p> <p>Please refer to the below tables.</p> <p>3. Financial Scoring: The Financial score of Proposals shall be determined based on weighted price of financial proposal per each Lot separately. The lowest weighted price of 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 weighted prices of financial proposals will receive a number of points inversely proportional to their quoted price; e.g., [300 points] x [lowest price] / [quoted price].</p> <p>4. The Total Combined Score of the Proposal for each Lot shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <math display="block">\text{Total Combined Score} = (\text{Technical Proposal Rating}) + (\text{Financial Proposal Rating})</math> </div> <p>Each LOT shall be evaluated separately, and award shall be granted to three (3) service providers achieving the highest combined scores (Technical + Financial score) under each LOT.</p> <p>Please refer to the below tables.</p>
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</li> <li><input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</li> <li><input checked="" type="checkbox"/> Inquiry and reference checking with other</li> </ul>

			previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder.
34		Conditions for Determining Contract Effectivity	N/A
35		Other Information Related to the RFP <sup>1</sup>	Other information is available on <a href="http://www.ua.undp.org/content/ukraine/en/home/operations/procurement.html">http://www.ua.undp.org/content/ukraine/en/home/operations/procurement.html</a> ; For the information, please contact <a href="mailto:procurement@undp.org.ua">procurement@undp.org.ua</a>

**A two-stages procedure is utilized in evaluating of the Technical Proposals:**

**1. Minimum evaluation criteria.** *The Proposers that are compliant with below minimum evaluation criteria will be passed to further technical evaluation in accordance with evaluation matrix (stage2):*

- Minimum annual turnover over the past 2 years shall equal to no less than USD 300,000.00;
- Average number of events serviced per year over last 2 years – at least 50 for Lot 1, at least 25 for Lot 2.
- The company must demonstrate the capacity to provide services under one of the Lots of this bidding process.

**2. Technical criteria (Evaluation Matrix):**

Forms of assessment of technical proposals are given in the next pages. The maximum score that may be received for each assessment criterion indicates the relative significance or part of such a criterion in the overall assessment process.

**Evaluation matrix:**

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Expertise of Firm / Organization	350

<sup>1</sup> Where the information is available in the web, a URL for the information may simply be provided.

2.	Proposed Scope of Conference Services	200
3.	Management Structure and Key Personnel	150
	<b>Total</b>	<b>700</b>

Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	<b>Proven experience in provision of conference services management (60 points max):</b> - minimum 3 years – 15 points; - 4-5 years – 30 points; - 6-7 years – 45 points; - 8 -10 – 60 points.	60
1.2	<b>Financial stability - Minimum annual turnover over the past 2 years (60 points max):</b> - yearly turnover from USD 300 000 to USD 400 000 - 20 points; - yearly turnover from USD 400 001 to USD 600 000 - 40 points; - yearly turnover more than USD 600 001 - 60 points.	60
1.3	<b>Number of qualified core staff on the contract (30 points max):</b> - 10 or less qualified staff – 0-10 points; - 11-15 – 11-15 points; - 16-20 - 16 - 20 points; - over 21 – 21-30 points)	30
1.4	<b>Average number of events serviced per year over last 2 years (60 points max):</b> For Lot 1: - 50 - 70 projects – 40 points; - 71-90 projects – 50 points; - 91 projects and more – 60 points. For Lot 2: - 25 - 30 projects – 40 points; - 31-35 projects – 50 points; - 36 projects and more – 60 points.	60
1.5	<b>Long term agreements for conference services management for the last 2 years (20 points max):</b> - 1-4 agreements signed – 10 points; - 5 and more agreements signed – 20 points.	20
1.6	<b>Experience of servicing high level events with large number of participants for the Government of Ukraine / International Organizations/Major Multilateral/or Bilateral Programmes (up to 20 points max):</b> - for experience servicing high level event with 50-99 participants - 10 points; - for experience servicing high level event with 100-199 participants - 15 points; - for experience servicing high level event with 200-300 participants - 20 points.	20

1.7	<b>Quality assurance procedures in place (20 points max):</b> - Quality assurance standards are in place/formulated - 10 points; - Quality assurance standards are in place/formulated and Quality Assurance Manager/Focal Point is designated and functioning – 20 points	20
1.8	<i>Availability of own internal technical capacity within the Company including availability of licensed software, equipment, material &amp; technical resources, own printing facilities and storage facilities (signed by the company director &amp; chief accountant) (up to 20 points)</i>	20
1.9	<b>Relevance of capacity to cover/provide services within Ukrainian regions (60 points max; at least 1 priority area):</b> - Kyiv and Kyiv region OR Donetsk and Luhansk regions (governmental controlled territories) – 15 points; - from 2 to 10 regions – up 40 points; - above 10 regions – up to 60 points.	60
<b>Total Part 1</b>		<b>350</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the scope of work requested? (assessed based on the Proposer's overall description of the scope of services proposed as per section 2 of the Technical Proposal)	15
2.2	Is the scope of task well defined and does it correspond to the ToR (assessed based on the section 2 of Technical Proposal):	
	a) Quality and completeness of the proposed conference package: conference banners and direction guiding signs, agenda, hand out materials, water, necessary equipment (e.g. projector, laser pointer, dictaphone e etc.) can be provided in full scope <i>(30 points max)</i>	30
	c) Quality and variety of premises proposed; direct agreements with hotels and conference venues <i>(all requested venues covered, direct agreements available – 25 points max, proportional decrease according to number of venues not covered)</i>	25
	d) Catering services (completeness and quality of menus proposed) <i>(20 points max)</i>	20
	e) Transportation services <i>(5 points max)</i>	5
	f) Translation/Interpretation services <i>(10 points max)</i>	10
	g) Other services <i>(5 points max)</i>	5
2.3	Management of large number of requests for each client/organization at the same time	10
2.4	Demonstration of how the Offeror deals with incoming requests for events management where several requests are required in more than one place. And in case simultaneous events are required.	10
2.5	Presence of company's capacity and control management systems to deal with several requests/ entities/clients at the same time	10
2.6	Minimal extent to which any event management services would be subcontracted (subcontracting carries additional risks which may affect implementation of event management services, but properly done it Proposals a chance to access specialized skills.)	20
2.7	System of unforeseen situations management that might affect the continuation or even the commencement of a certain event on time (example).	10
2.8	Addressing major foreseen risks and how to mitigate them. Risk mitigation system in place.	10
2.9	Presence of the personnel/monitoring system(s) to manage events in an efficient manner and within the required time.	10
2.10	System of ensuring the quality of services provided within the acceptable range	10
<b>Total Part 2</b>		<b>200</b>

Technical Proposal Evaluation Form 3		Points Obtainable
<b>Key Personnel</b>		
3.1	<b>Project manager/s (dedicated to UN)</b>	
	At least 3 years of experience in area of conference services (3 years – 10 points; 4-5 years – 15 points; more than 5 years – 20 points)	20
	At least 3 years of experience in managing teams, support staff (3 years – 10 points; 4-5 years – 15 points; more than 5 years – 20 points)	20
	Proven successful experience in the similar assignments projects with acknowledged results (up to 10 points)	10
	Language Qualifications (Ukrainian/Russian and command English – 5 points, Ukrainian/Russian and fluent English – 10 points)	10
	Sub-Score	60
3.2	<b>Event manager/s to be directly involved during contract implementation #1</b>	
	At least 3 years of experience in area conference management (3 years – 10 points; than 3 years – 20 points)	20
	Proven successful experience in conference services management for the national government/international organizations/companies (up to 5 points)	5
	Language Qualifications (Ukrainian/Russian – 3 points, Ukrainian/Russian and English – 5 points)	5
	Sub-Score	30
3.3	<b>Event manager/s to be directly involved during contract implementation #2</b>	
	At least 3 years of experience in area conference management (3 years – 10 points; than 3 years – 20 points)	20
	Proven successful experience in conference services management for the national government/international organizations/companies (up to 5 points)	5
	Language Qualifications (Ukrainian/Russian – 3 points, Ukrainian/Russian and English – 5 points)	5
	Sub-Score	30
3.4	<b>Event manager/s to be directly involved during contract implementation #3</b>	
	At least 3 years of experience in area conference management (3 years – 10 points; than 3 years – 20 points)	20
	Proven successful experience in conference services management for the national government/international organizations/companies (up to 5 points)	5
	Language Qualifications (Ukrainian/Russian – 3 points, Ukrainian/Russian and English – 5 points)	5
	Sub-Score	30
	<b>Total Part 3</b>	<b>150</b>

**Financial criteria:**

Financial proposals will be provided in excel format (Financial proposal format), attached and being the part of the bidding documents. The Cost of the quoted proposal will be calculated as per following table:

**LOT #1 Provision of conference services in Kyiv and oblast (region)**

**Attention! When you chose a currency of Financial Proposal, please take care to fill in the amounts in appropriate currency to appropriate cells for the format. When submitting your offer in both currencies, please be sure that equivalent in a local currency (UAH) corresponds to USD amount using the currency rate of UN Treasury for the date of submission.**

Currency rate: <https://treasury.un.org/operationalrates/OperationalRates.php>

<b>Component 1 Weighted average discount for rent of premises and accomodation</b>					
<b>Based on Reference accomodation prices, see page Refer Accomod Prices, Lot 1</b>					
		Up to 25 participants	26- 50 participants	51 and more participants	
<b>Accomodation</b>	Weighting factor (likelihood)	0.5	0.3	0.2	
a) Kyiv					
***	0.4	[Average ref accomod price] - [discount]= ref price up to 25	[Average ref accomod price] - [discount] = ref price 25-50	[Average ref accomod price] - [discount] = ref price above 51	ref price up to 25*0.5+ ref price 25-50*0.3+ ref price above 51*0.2= <b>ref price for ***</b>
****	0.6	[Average ref accomod price] -	[Average ref accomod price] -	[Average ref accomod price] -	ref price up to 25*0.5+ ref price 25-

		[discount]= ref price up to 25	[discount] = ref price 25-50	[discount] = ref price above 51	50*0.3+ ref price above 51*0.2= <b>ref price for ****</b>
				Total average cost for Kyiv	= [ref price for ***]*0.4+ [ref price for ****]*0.6
b) Kyiv region					
***	0.4	[Average ref accomod price] - [discount]= ref price up to 25	[Average ref accomod price] - [discount] = ref price 25-50	[Average ref accomod price] - [discount] = ref price above 51	ref price up to 25*0.5+ ref price 25-50*0.3+ ref price above 51*0.2= <b>ref price for ***</b>
****	0.6	[Average ref accomod price] - [discount]= ref price up to 25	[Average ref accomod price] - [discount] = ref price 25-50	[Average ref accomod price] - [discount] = ref price above 51	ref price up to 25*0.5+ ref price 25-50*0.3+ ref price above 51*0.2= <b>ref price for ****</b>
				Total average cost for Kyiv region	= [ref price for ***]*0.4+ [ref price for ****]*0.6
Weight of accommodation in Kyiv	0.7				
Weight of accommodation in Oblast centers	0.3			Currency rate UAH/USD	UNORE
		USD			
<b>Total AVERAGE WEIGHTED COST for accommodation,</b>		[Total average cost for Kyiv]*0.7 + [Total average cost for Kyiv region]*0.3			



<i>per participant per day</i>		= AWC Component 1			
<b>Component 2-3 Weighted average cost of catering service and conference package, per participant, per day</b>					
	USD				
		Up to 25 participants	26- 50 participants	51 and more participants	
<b>Catering service package per participant</b>	Weighting factor (likelihood)	0.5	0.3	0.2	
Coffee break "light"	1	[price per unit]*1=weighted price	[price per unit]*1=weighted price	[price per unit]*1=weighted price	
Coffee break "standard"	1	[price per unit]*1=weighted price	[price per unit]*1=weighted price	[price per unit]*1=weighted price	
Lunch	0.7	[price per unit]*0.7=weighted price	[price per unit]*0.7=weighted price	[price per unit]*0.7=weighted price	
Buffet Dinner	0.3	[price per unit]*0.3=weighted price	[price per unit]*0.3=weighted price	[price per unit]*0.3=weighted price	
Total weighted cost of catering service per participant per day		[sum of weighted prices]= SWP1	[sum of weighted prices]=SWP2	[sum of weighted prices]=SWP3	
Average weighted cost of catering service per participant per day		SWP1*0.5+ SWP2*0.3+ SWP3*0.2 = AWC catering			

		USD			
<b>Conference package per participant (8)</b> - amount of all sets according to cost breakdown table per person		Sum of prices per set according to financial proposal form= Conf Pack			
<b>Total AVERAGE WEIGHTED COST of catering service and conference package, per participant</b>		AWC catering + Conf Pack = <b>AWC Components 2-3</b>			
<b>Component 6 Weighted average service fee</b>					
The basis for service fee calculation, amount of all services provided		AWC Component 1 + AWC Components 2-3 = Basis for fee			
Service Fee	Weighted factor	weighted fee, %			
Events till 25 persons	0.5	[basis for fee]*proposal fee up to 25 = SF1			
Events for 26-50 persons	0.3	[basis for fee]* proposal fee 26-50=SF2			
Events for more than 51 persons	0.2	[basis for fee]* proposal fee 51 and above=SF3			
Total AVERAGE WEIGHTED % of fee, per event		=SF1*0.5+SF2*0.3+SF3*0.2= <b>Average weighted fee</b>			

		USD			
<b>Total WEITGHTED COST of the Proposal</b>		<b>= AWC Component 1+ AWC Components 2-3+ Average weighted fee</b>			

***NB Calculations are provided in two currencies: USD and UAH. Currency rate – UNORE  
The same model is used for the Lot 2***

## SECTION 3: TERMS OF REFERENCE (TOR)

### 1. CONTEXT

The UN has placed strategic communications and trainings at the heart of its activities and is inviting suitably **qualified companies** to submit proposals to provide the procuring UN entity with the event planning and management services. The Long-Term Agreement (LTA) modality being sought for this contract is intended to stand as a mutual agreement with the supplier/s to provide the UN with integrated communications services as required over a specific time period with the fixed pricing for services and fixed discount for venues and hotels. Multiple events are envisaged, and specific Terms of Reference (ToR) shall be submitted to the supplier/s once fully developed within the time and price limitation defined in this LTA. In this regard prices quoted for the services described in the Price schedule will be the basis for calculating the cost for all services requested under the LTA.

Anticipated users of subject LTA will be: UNDP, and other UN agencies in Ukraine. Each of these entities will contact the service provider separately regarding their requirements for the individual events as covered by these TOR.

### GENERAL PROVISIONS

1. The Contract shall be concluded for a period of 1 (one) year and may be extended for 2 (two) additional 1 (one)-year terms at the discretion of the procuring UN entity subject to satisfactory performance by the Contractor/s.
2. The Prices for key services (which are specified in the Form 7 Financial Proposal) shall be maintained for the whole contract duration and quoted in USD or local currency.
3. The Contractor/s (Service Provider) must comply with UNDP General Terms and Conditions for professional services.

### SELECTION PROCESS DETAILS

It is anticipated to award the contract to up **to 3 qualified suppliers for each Lot separately** as a result of this RFP (**proposers may be awarded for both Lots as result of evaluation process**). The “leading” supplier, i.e. the supplier whose proposal has been assigned the highest score as per evaluation criteria stipulated in the bidding document, will be expected to be performing services for all the events under the contract, budget of which is estimated to be below USD 2,500.00.

In case financial proposal of the highest scored Proposer will be below than 10% from the second scored Proposer’s financial proposal in accordance with cumulative analysis scheme - “leading” supplier will be expected to be performing services for all the events under the contract, estimated budget of which is below USD 5,000.

For the events valued more than threshold of “leading supplier”, a preliminary cost comparison (“secondary competition”) is envisaged to be performed by the UN entity among all the (up to 3) selected service providers and a service provide for a specific case is to be defined accordingly. The reason for such mechanism to be in place is to ensure the value-for-

money principle is being followed throughout overall contract duration.

Conference services in other regions of Ukraine will be provided based on a secondary competition among LTA holders resulting from the current tender procedure, according to capacities of the holders in other regions of Ukraine, demonstrated in technical proposals of successful Bidders.

## **SCOPE OF WORK**

Within the recent years, the UN agencies in Ukraine have been organizing on average 450 events (meetings, workshops, trainings etc.) per year and it is anticipated such tendency will be kept further, with the respective volume adjustment as per real programmatic needs of the UN. In consultation with the procuring UN entity and its associated partners, the suppliers will be expected to deliver a set of services listed below (each event will be covered by an individual Purchase Order). These will be requested on an as needed basis.

The Contractor/s (Service Provider) shall upon request and receipt of duly authorized instructions from UN, facilitate, organize and make all necessary arrangements for hosting the Event(s).

The exact requirements for each Event shall be instructed by a "Service Order" (i.e. request for each event) to be issued by UN. This shall include arranging rental of hotel venues and all associated facilities and services required for the event(s) as described below:

- 1. Invitation of Participants** - Participants' invitations, follow-up on the invitation and registration.
- 2. Identify and provide the Venue Including Arrangement of Equipment & Services as Requested for Each Event:**

- I. The Service Provider shall identify the most appropriate offer for the venue in accordance with UN's instructions (specification).
- II. The Service Provider shall submit the evidential documents on selecting process of the venues upon the request of UN.
- III. During the process of identifying the Event venue and as per UN request for each event, the Service Provider shall take into consideration the available facilities, such as adequate size, level of the hotels and required equipment/material.
- IV. The Service Provider shall arrange the venue in accordance with UN's instruction;
- V. The Service Provider shall ensure that the Event venue is clean and well prepared;
- VI. The Service Provider shall ensure all required audio-visual equipment is available and operational in all the rooms as required;
- VII. The Service Provider shall ensure service maintenance is promptly available as would be required for all equipment/services and facilities in and around the meeting rooms;
- VIII. The Service Provider shall provide catering services if requested (specified) by UN;
- IX. The Service Provider shall provide conference material as per request of UN (production of meeting documents and information materials, preparation and distribution of information pack to participants, preparation of participants' soft copies with all relevant meeting materials, design and preparation of badges, coping and provision of flash cards).

Events normally are held during the weekdays and occasionally during the weekends.

### **3. Provide Accommodation Arrangements:**

- I. The Service Provider is required to book for the participants' accommodation. Usually, this is required when workshops are being held or trainings. However, it is to be considered that UNDP may require accommodation services alone;
- II. The Service Provider is required to compile rooming list for all participants, liaise directly with the hotel and allocate rooms;
- III. The Service Provider shall ensure accuracy of arrival/departure information;
- IV. The Service Provider shall ensure that the provided accommodations are clean, well heated and air conditioning is available as required.

### **4. Provide Transportation Services:**

It is expected that the Service Provider provides transportation services for participants as required.

These services shall include:

- i. Airport pickup to place of event;
- ii. Transportation from and to location of event, transportation between locations of event if the event is taking place in different premises.

### **5. Arrangement of Payments to Participants of the Event (if such requested by UNDP):**

The Service Provider shall provide payment of Per Diem, transportation cost and terminals to participants as per UNDP instructed amount in line with UNDP's rules and regulations. UNDP will reimburse the payments upon submitting the supporting documents of receipts of payments. Payment of Per Diem, transportation and terminals shall be enveloped for each participant.

**The Proposers are requested to provide their proposals for the set of services according to the following structure:**

1. Conference Package;
2. Catering Services;
3. Accommodation;
4. Transportation (transportation within the city, transportation from/to the city (up to 30 km), intercity travel (price per 1 km), airport/railway pick up);
5. Translation/Interpretation services;
6. Supplementary services (printing, copying of materials, photo/video services).

### **IMPORTANT:**

1. The UN has two types of workshops/trainings – regular local workshops and events featuring high-level of representation. Proposers are asked to quote separately for a conference package for regular workshops and for high-level representation workshops.
2. Price for every workshop will be calculated by summarizing prices for all services requested.
3. Please note that the procuring UN entity will not always order the whole package. In such cases

any of the above requested items will be excluded from a request. The final price for the event will be calculated based on the actual request.

## **SERVICES SPECIFICATION:**

### **1. General Service Requirements:**

- I. The response time to UN order/query shall not exceed 48 hours and the detailed quote for requested venues/events shall be provided accordingly.
- II. The Contractor shall provide polite, responsive and efficient service at all times to fulfil the UN requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few (i.e. five) minutes and call-back, when necessary, should be made within 1 (one) hour.

### **2. General Management of the Event and Provision of Focal Point(s) Including General Supervision Services:**

- I. The Service Provider shall provide secretarial services for assisting in Events registration and coordination with hotel management throughout the Events executing period. A representative of the Service Provider may be required to be at the venue throughout the Event.
- II. The Service Provider shall organize the required services at the proposed agreed time.
- III. The Service Provider shall assign at least one focal point to provide the needed support during the Event as per UN's instructions.
- IV. The assigned focal point should be able to arrange for simultaneous events to fulfill in a satisfactory level the requirements of each event separately in line with UN requirements.
- V. The Service Provider's employees shall perform their functions in a highly efficient and professional manner in line with UN requirements.
- VI. The Service Provider shall nominate clearly the supervisor(s) responsible for the overall management of UN account.
- VII. Availability of support 24/7 for the UN Manager/Focal point.

### **3. Event Arrangement and Provision Supplementary Services Requirements:**

- I. Upon instructions from UN the Service Provider shall make the booking of the venue of the Event in a timely manner – that is usually within 2 working days from receipt of order and submit the booking confirmation to UN.
- II. The Service Provider shall arrange to hire qualified interpreters/translators.
- III. The Service Provider shall arrange for fully functioned electronic, audio-visual equipment and workshop materials (such as banners and/or flags banners, data shows, wireless microphones, audio systems, video services, decoration and signs, photography and stationary), Teleconference equipment, Interpretation system (booth, system, receivers and headsets); in case that equipment is not available at the venue, the Service Provider shall provide those from outside based on consultation with UN.
- IV. The Service Provider shall ensure the required equipment is checked if it is fully functional one day before the Event and replace non-functional equipment before the event takes place.
- V. The Service Provider shall arrange coffee breaks, lunch or catering services according to UN's instruction.

- VI. The Service Provider shall provide video shooting/photography services during the Event as per UN's instructions.
- VII. The Service Provider shall arrange photocopy and printing services.

**Conference package must include (price shall be indicated per 1 person per 1 day of workshop):**

1. Rent of premises;
2. Logistical support (preparation of the venue, invitation of participants (by necessity), arrangements with the subcontractors, hotels, transportation providers etc., daily coordination and support of the dedicated personnel);
3. Consumables (notebooks, pens, folders, badges) - per each participant; scissors - 2, scotch - 2 and paper (500 sheets A4 available if necessary), flipchart paper – 1 roll, set of markers. Conference banners and direction guiding signs.
4. Conference participant package (agenda, hand out material, flash drives)
5. Mineral and still water for the participants (i.e. 0.5 l bottle of water per participant daily).
6. Rent of equipment (LCD projector, screen, flipchart, laptop, multifunctional device). Equipment delivery and installation, engineer support.

**Important:** The Offerors are requested to provide the detailed description of the offered package in their technical proposal.

**Requirements to equipment:**

**Important:** procuring UN entity expects that basic conference equipment will be provided at each workshop, meeting or conference without fail.

Basic conference equipment shall include:

#	Equipment	Description
1	LCD projector	1500 lumens, 1024x768
		2500 lumens, 1024x768
2	Screen	1.50 x 1.50 m
3	Laptop	Intel Core (or analogue) RAM 4Mb, DVD/RW (can be external)
4	Multifunctional Device (printing, scanning, copying options)	A4, min 16 ppm, B&W
5	Flipchart	
6	Presenter with laser pointer	
7	Microphones (stand alone and radio, round table microphone set for the conferences)	frequencies 802, 800; 812, 800; 838-870
8	Sound system	600W (2 active speakers for 3 channels) 1000W (2 active speakers for 4 channels)
9	Consumables (paper, notepads, pen/pencil, flipchart/ white board markers etc.)	



**Important:** In your technical proposal, please provide the basic specification of equipment proposed / available (parameters, brand name, model etc.).

**Requirements to catering services:**

Catering services will be ordered in the prevailing majority cases when placing an order for an event. However, types of services may vary depending on the case. **The Proposers therefore are requested to provide a sample menu for 2 types of coffee breaks – “standard” and “light”, lunch and buffet dinner in their technical proposal:**

**Important:** only fresh food shall have been provided with acceptable shelf life.

Suggested sample menus shall at minimum correspond to the following standard:

**Coffee break “Light” (per 1 person):**

Item	Per person
Bakery (or cake)	1 pc.
Chocolates	2 pc.
Tea/Coffee (incl. milk and sugar)	1 pc.

**Coffee break “Standard” (per 1 person):**

Item	Per person
Bakery (or cake)	1 pc.
Canapé	2 pc.
Fruit	150 gr.
Juice	200 ml.
Tea/Coffee (incl. milk and sugar)	1 pc.

**Lunch:**

Item	Per person
Salad	1 pc.
Soup	1 pc.
Main Course (meat/fish and garnish)	1 pc.
Juice	250 ml.
Mineral or still water	1 pc
Bread	2 pc.
Tea/Coffee (incl. milk and sugar)	1 pc
Dessert (optional)	1 pc

**Buffet dinner:**

<b>Item</b>	<b>QTY (for 10 persons)</b>
Juice (at least 2 types)	6 l.
Mineral or still water	6 l.
Vine (at least 2 types – red and white)	4 l.
Beer (at least 2 types – lager and dark beer)	4 l.
Hot appetizer (at least 4 types)	0.5 kg
Canapé (at least 4 types)	1 kg
Tea/Coffee (incl. milk and sugar)	10 pcs
Dessert (at least 3 types)	20 pcs

**4. Accommodation arrangements requirements:**

- I. Accommodation shall be arranged in a 3-star hotel for regular events and a 4-5-star hotel for high-level representation workshops (see the separate list below), single standard room, breakfast included.
- II. It is generally advised that the hotel chosen for accommodation has necessary conference facilities for the workshop.
- III. Dinner should be provided in case requested by UN (optional).
- IV. Accommodation shall be at the same Event venue or a hotel nearby considering the transportation arrangement if requested by UN.
- V. The Service Provider shall make reservations of accommodations for the participants, and provide confirming reservations list to UN.
- VI. The hotel accommodation may be subject to the UN's security clearance that the Service Provider should confirm with UN before reservation.
- VII. UN may require additional arrangements for VIP persons all-inclusive rate for additional services requested as part of Hotel room reservation such as internet services, laundry, etc. This shall be agreed upfront, upon UN agreement to such arrangement.

Offerors are requested to provide a list of all the venues available in their technical proposal. Offerors are Average discount for a class of hotel should be provided in the format of Financial Proposal.

**5. Transportation Arrangements Requirements:**

- I. The Service Provider shall provide safe and appropriate airport pick up /transfer for the participants in required standard, such as bus, taxi, or hire a suitable vehicle for VIP etc.
- II. The Service Provider shall provide safe and appropriate transportation from the venue of accommodation for, outside visit, or evening and social events etc. in timely manner.

- III. All vehicles and drivers should be insured. Drivers should have not less than 5 years of experience on the vehicle requested.
- IV. All vehicles for rent should be clean and well maintained (minimum business class vehicles for high-level representation workshops are a must).

**6. Requirements to translation/interpretation and supplementary services:**

The translation services shall be normally provided via a roster of the UN-approved interpreters without involvement of Conference Service Provider. However, on an exceptional and ad hoc basis, the procuring UN entity may request a Service Provider to arrange English/Ukrainian (Russian), Ukrainian (Russian)/English and Ukrainian/Russian, Russian/Ukrainian translation/interpretation. *The Contractor therefore shall clearly identify its capacity to provide the latter service and furnish information on its existing roster of interpreters (including CVs) in its proposal.*

The Contractor will be expected to work with a limited roster of pre-approved interpreters for UN-sponsored events. Approved interpreters shall not be replaced without prior written authorization from the procuring UN entity.

	Type of service
1	Sequential interpretation.
2	Equipment for simultaneous interpretation. Equipment delivery and installation, engineer support.
3	Simultaneous interpretation

**Requirements to translation / interpretation equipment to be rented:**

#	Equipment	Description
1	Sound system	600W (2 active speakers for 3 channels)
		1000W (2 active speakers for 4 channels)
2	Radio microphone	frequencies 802, 800; 812, 800; 838-870
3	Radio microphone (AKG or Sennheiser headset)	frequencies 838-866
4	Radio microphone (buttonhole)	frequencies 838-866
5	Microphone stand	on the floor
6	Round table microphones set	for the conferences
7	Booth	

Required supplementary services:

1. Copying of necessary materials:

#	Service
1	A4 1+0 (black and white)
2	A4 1+1 (black and white)
3	A4 1+0 (colour)
4	A4 1+1 (colour)

2. Procuring of USB sticks, branding and coping of information.

3. Printing of materials (*will be required only in exceptional/ad hoc cases but the Contractor shall be on stand-by to provide this service if required*) The price for design and layout of printing materials is to be included as a part conference participant package.

#	Service
1	A4 1+0 (black and white)
2	A4 1+1 (black and white)
3	A4 1+0 (colour)
4	A4 1+1 (colour)
5	A5 4+4 Brochure (colour)
6	A6 4+0 Poster (colour, 200 g/m2, matt)

#### **7. Requirements to reimbursement of travel costs and distribution Per Diems (if required):**

- I. The procuring UN entity may request the Service Provider to reimburse travel costs (amount of reimbursement depends on the actual travel cost incurred) to participants in each particular case (the exact amount and the list of names with figures will be attached to each particular request).
- II. Certification documents as proof of incurred expense for travel are a must.
- III. The Service Provider shall upon request pay Per Diem to the participants attending a meeting in accordance with the UNDP rules and regulations. The Service Provider shall monitor participants check in, which should be taken into consideration when paying the Per Diems.

Please indicate possibility of the service to be provided and if any additional cost for UN that will involve.

Please only mention possibility of performing a service, any exceptions if applicable and any other relevant information in your **technical** proposal. If any additional cost for a procuring UN entity will be involved, please only indicate this in your **financial** proposal.

**Possibility of provision of such services may be critical for some UN agencies and will serve as formal pass/fail criteria However, other UN agencies may or may not consider this service and related capacity on a case by case basis.** The Proposers are strongly encouraged to furnish clear and exhaustive information on their capacity to provide above services and identify related conditions of service.

#### **8. Requirements to reimbursement of moderators fees:**

The procuring UN entity may request the Service Provider to reimburse moderators' fees (amount of reimbursement depends on the actual trainer's fee) in each particular case (the exact amount and the list of names with figures will be attached to each particular request).

Please indicate possibility of the service to be provided and if any additional cost for UN that will involve.

Please only mention possibility of performing a service, any exceptions if applicable and any other relevant

information in your **technical** proposal. If any additional cost for a procuring UN entity will be involved, please only indicate this in your **financial** proposal.

**Possibility of provision of such services may be critical for some UN agencies and will serve as formal pass/fail criteria. However, other UN agencies may or may not consider this service and related capacity on a case by case basis.** The Proposers are strongly encouraged to furnish clear and exhaustive information on their capacity to provide above services and identify related conditions of service.

#### **9. Requirements to personal:**

- I. The Service Provider guarantees that the personnel assigned to handle the UN's travel arrangements shall have a strong logistic, administrative and communication skills and shall constantly be trained to be kept up to date.
- II. The Service Provider shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with the UNDP. In general the Contractor shall assign the relevant personnel according to their technical know-how and reliability.
- III. The Service Provider shall assign a senior representative experienced in providing corporate conference services to oversee the conference management services provided to the UN and to ensure full compliance with all requirements of the Contract with the UN.
- IV. The Contractor's employees shall perform their functions in a highly efficient and professional manner.
- V. The Contractor should demonstrate that the following roles and functions can be fully met:
  - a) Project Manager. Minimum experience and qualifications requirements:
    - At least 3 years of experience in area of conference services;
    - At least 3 years of experience in managing teams, support staff;
    - Proven successful experience in the similar assignments projects with acknowledged results
    - Ukrainian, Russian and command English are required, fluent English will be deemed as advantage.
  - b) Events Manager. Each event shall have a dedicated events manager(s) who will be responsible to coordinate with the requesting UN entity as well as the inputs provided to the event). Please provide CVs for at least 3 event managers.  
Minimum experience and qualifications requirements:
    - At least 3 years of experience in area of conference services;
    - Proven successful experience in conference services management for the national government/international organizations/companies;
    - Ukrainian and Russian are required, fluent English will be deemed as advantage.
- VI. The Contractor shall confirm that the staff proposed and accepted by the UN may only be changed pursuant to written approval from the procuring UN entity.

#### **10. Security requirements to venues/hotels:**

- I. Hotel/venue should not be located in the vicinity of government premises and other locations where the demonstrations and large public gatherings usually occur.
- II. Hotel/venue should have reasonable standoff distance from the main road (minimum 50 meters).

- III. Hotel/venue should have its own security service (Security manager and guards), who are deployed both on the perimeter of the hotel and inside the building as well. Security personnel should have emergency button connected to the police who can be deployed in case of emergency within maximum 10 minutes.
- IV. Hotel/venue personnel should duly screened in the recruitment process. Hotel/venue personnel should be also regularly screened to prevent potential occurrence of theft.
- V. Hotel/venue should have CCTV with at least 2 weeks recording capacity working 24/7, monitoring exterior and interior of the hotel. There should be dedicated staff for monitoring the CCTV, ideally also on 24/7 basis.
- VI. Entry and exit of vehicles from the parking should be monitored by hotel/venue security.
- VII. Hotel/venue windows and glass surfaces inside ideally should be equipped with shatter resistant film (SRF) or should be made of safety tempered glass.
- VIII. Hotel/venue should comply with all fire safety standards as required by Ukrainian legislation. Hotel should have at least one alternative emergency exit from all premises, fire hoses and fire extinguishers should be deployed in sufficient numbers on each floor, hotel personnel should be periodically trained on fire safety procedures and on building evacuation procedures. Fire safety equipment of the hotel should be periodically inspected and certified by respective state authority. Hotel should have enough capacity to accommodate all UN Personnel staying overnight in the hotel maximum up to 7 floor for fire safety reasons.
- IX. Hotel/venue should have sufficient number of First Aid kits and at least one defibrillator (AED). Hotel/venue staff should be trained on the first aid. First aid kits must be regularly checked and replenished as needed.
- X. Hotel/venue should also pay attention to the selection of its clients in order to minimize the risk of potential security incident.

### **11. Other Requirements:**

- I. The Service Provider should negotiate the best possible deals for UN with Hotels and other sub-vendors where UN shall have access to such deals.
- II. Any commissions provided by the Hotels and other sub-vendors to the Services Providers should be passed into UN. The Service Provider's sole income for the services under the LTA should be the management fee. If found otherwise, UNDP may terminate the LTA.
- III. Any information provided to the Service Provider in terms of location of event, number of participants and any other related information shall be dealt with strict confidentiality.

### **12. Reporting requirements**

The Contractor shall provide the respective procuring UN agencies with management information reports consisting, at a minimum, of the following:

- I. A concise quarterly narrative of the Contractor's activities, which shall be submitted to the UNDP within 15 (fifteen) calendar days after the end of the quarter. This report should identify problems, if any, and recommend solutions. Suggestions to enhance service should be included;
- II. A quarterly summary (including year to date cumulative figures) of sales activity data, which shall be submitted to the UNDP within 15 (fifteen) days of the end of the quarter. This summary shall reflect all official services provided to the UNDP with a breakdown per agency/project. This report

should also show a detailed analysis of the number of events, most frequently used venues, types of services, scope of events, etc.

- III. The Contractor shall establish and monitor on a regular and continual basis the quality of conference services provided to the UN. These procedures shall include a self-inspection system covering all the services to be performed under the Contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to the UN.
- IV. The UNDP reserves the right to conduct the own quality control of the services provided as well as documentation or other spot check and, if required, suggest the possible improvements to the Contractor.

#### **PAYMENT TERMS**

- I. The Service Provider shall submit the Event's invoice(s) to the requestor or focal point at UN within 48 working hours (this equals 6 working days) from event closure.
- II. The requestor/focal point shall review and clear the invoice with the supporting documents within one week from invoice(s) submission date to UN.
- III. The Service Provider shall settle all invoices with the hotel or any other party entitled to be paid, in a timely manner.
- IV. UN shall process reimbursement of Event invoice(s) within maximum 30 days from the date of acceptance of services

#### **Key Performance Indicators and Performance Evaluation**

<b>No.</b>	<b>Description</b>	<b>Indicator</b>
1	Response Time to Received Requests	Confirmation e-mail on receipt of Service Order Receipt within one hour
2	Ability to arrange events on scheduled time	Arrangement of event on the agreed dates
3	Ability to provide competitive prices and negotiate rates with Hotels.	Spot checks on received quotations from Hotels and comparing quotes with the given market rate.
4	Provision of reports on managed and arranged events with required details such as place, amount, number of participants.	Provision of the Report on Quarterly basis
5	Ability to provide quality services in terms of venue, food, and related arrangements.	Level of venue rented in terms of cleanliness and appropriateness, type of food provided, proper arrangement of venue.
6	Transportation services provided on time as and when applicable	Feedback from UN focal point through participants
7	Provision of interpretation services	Feedback from UN focal point and requestor on quality of services received
8	Submission of invoices and related documents	Correct invoices provided in a timely manner
9	Customer Complaints	All complaints should be addressed within maximum one working day and to be resolved within the same day

UNDP may organize meeting with Contractor/periodically to discuss issues of mutual concern, to review

the Contractor's performance and to discuss improvements which the Contractor or the UN should make in order to achieve more effective provision of conference services and greater savings.



#### Section 4: Proposal Submission Form<sup>2</sup>

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[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated insert date and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 90 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

---

<sup>2</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature [*In full and initials*]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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**Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer**

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Proposer Information Form<sup>3</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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<sup>3</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)<sup>4</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original]</i>		

<sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

*documents]*

- All eligibility document requirements listed in the Data Sheet
- Articles of Incorporation or Registration of firm named in 2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

## Section 6: Technical Proposal Form

<b>TECHNICAL PROPOSAL FORMAT</b> <b>INSERT TITLE OF THE SERVICES</b>
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**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate archive.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

<b>SECTION 1: EXPERTISE OF FIRM/ ORGANISATION</b>
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p><b>1.1 Brief Description of Proposer as an Entity:</b> Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Please provide the documents confirming that the company has the financial, technical and production capability necessary to perform the contract (copies of documents to be provided shall include: registration documents and tax payer certificate, list of personnel). Please describe your experience in the event management services. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration. Please indicate five (5) major clients to whom you provided services, with a brief description of the nature and extent of the services rendered, and provide either reference contact information or reference letters. Please provide full information about your regional and local partner networks in target regions/cities as per ToR and/or your company representation/field offices/branches in target regions/cities.</p> <p><b>1.2. Financial Capacity:</b> Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p>

**1.3. Track Record and Experiences:**

Provide the following information regarding corporate experience within the last two (2) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

**Please provide list of largest events conducted during last two years:**

Client	Event title	Number of Participants	City and Place

Please describe the experience of your company in provision of conference services. Please list at least 5 main events that you serviced, providing brief overview of the scope and level of event, number of participants, conference package requested etc. Please indicate the total number of events conducted per year and the breakdown of events for the years of 2015-2016 (type of event, number of participants, national or international, types of services provided and any other relevant information that might help in assessing your capacity to perform the contract).

**1.4. Please provide information on relevant capacity to cover/provide services within Ukrainian regions (please list regions and venues):**

Region, City	Venue name

**SECTION 2 - APPROACH AND IMPLEMENTATION PLAN**

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

**2.1. Approach to the Service/Work Required:**

*1. Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions*

and project environment. Please describe in details how you will manage the scope of work requested in the ToR. Then, following the structure of the ToR, please provide:

- full description of the conference package proposed, indicating if all components requested can be provided by organization/firm;
- detailed description of the logistical support that will be provided to UNDP accompanying the events requested. Please be as much detailed as possible and thoughtfully describe the process. This part will give the Evaluation Committee an understanding how much the scope of work is understood by the Bidder therefore it is very important that the process was properly described. The logistical support has to cover such aspects as communication with the UNDP personnel, aligning orders, clarifying the details, selecting premises, inviting, communicating and registering participants, accompanying the staff and participants during the events, provision of necessary services etc.
- confirmation of provision of the accommodation according to the list of requested venues;
- list of hotels offered by your organization/firm to UNDP if any;
- list of equipment with basic specification that your company intends to provide to UNDP at the events;
- sample menus for 2 types of coffee breaks and lunch;
- confirmation of ability to provide translation/interpretation services as per ToR and the list of equipment;
- confirmation of the ability to provide transportation services as per ToR with detailed explanation how the transportation services will be managed by your company. Please explain how the transportation on regional level will be organized. Please describe the types of vehicles that will be provided, the expertise of the drivers and the insurance arrangements.
- confirmation of provision of supplementary services as per ToR and exceptions if any. Please explain how the process of reimbursing transport expenses and trainer's fee will be handled (do not forget you should not mention any prices/costs in your technical proposals)
- any other information you consider relevant and that could be of help in decision-making.

2. Please mention the approach your company use in handling an event and mention the timelines applied including detailed sequence of activities keeping in mind the appropriateness to local conditions and service environment.

3. Please provide a sample timeline on how you deal with events management services starting from receipt of order and ending by payments of events and submittal of invoices to clients.

4. Please provide a brief description of the mechanisms used to ensure efficient management of events and in a timely manner?

5. What is your proposed quality control measurements?

6. Do you have a certain monitoring system/ and or key performance indicators? Do you have a certain reporting system which includes measures for corrective actions.

7. Please provide a brief description on how the company deals with any unforeseen situation that might affect the continuation or even the commencement of a certain event on time?

8. Does the company take into consideration and address major foreseen risks that may impact



achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

9. Are you subcontracting some of the services. Please mention what type of services you will be subcontracting, to whom, how much percentage of the work, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

If Applicable, explain also any partnerships with local, regional and global service providers e.g. event management companies, hotels, etc. that are planned for the delivery of event management services. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous assignments of similar nature is encouraged. If such partnerships exist, please elaborate on any preferential rates, quantity discounts etc. the Proposer is able to extend to UNDP.

10. Please explain how does the company manage large number of requests for each client/organization at the same time?

11. And how does the company deal with incoming requests for events management where several requests are required in more than one place?

12. And or where Simultaneous events are required? What is the followed procedures/ available resources in terms of equipment and staff to ensure smooth management of several events being organized at the same time in different locations?

13. Does your company have the available resources to provide events management related services such as translation services, provision of transportation services as and when needed. Please explain how does the company intend to provide these services?

14. Please describe any additional services and capabilities the Proposer would be able to provide that would add value to UNDP including contingency planning and or alternative ways of performing event management services.

Any other comments or information regarding the project approach and methodology that will be adopted.

**2.2. Technical Quality Assurance Review Mechanisms:** The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. Please describe how the company ensures the customer service level is kept on a high level.

**2.3 Implementation Timelines:** The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. Please confirm adherence to requested response time (quotes/suggestions for events to be provided within max 48 hours since receipt of response from the UN).

**2.4. Subcontracting:** Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors.

Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule. Please confirm the possibility of provision reporting to the UN on the events serviced as described in the TOR.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

**SECTION 3: PERSONNEL**

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (a person (s) which will be designated as UN customer service manager and the events manager/s (minimum of three (3) years of relevant experience is required, fluency in both oral and written English will be an asset). CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

**Declaration:**

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

\_\_\_\_\_

Signature of the Nominated Team Leader/Member

Date Signed

## Section 7: Financial Proposal Form<sup>5</sup>

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The Proposer is required to prepare the Financial Proposal in a file 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 base on the excel Financial Proposal format, attached to bidding documents.

In case of an equipment component to the service provider, the Price Schedule should include figures for lease/rent options.

The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

**Important:**

**Please clearly indicate: a) currency of the Proposal, filling in appropriate cells of the format; b) if applicable, prices should include VAT, showing its value in a separate field.**

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<sup>5</sup> *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

**Section 8: FORM FOR PROPOSAL SECURITY**

*(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)*

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called “the Proposer”) has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services ..... (hereinafter called “the Proposal”):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP’s variation of requirement, as per RFP instructions; or

d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

**SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....



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## Section 9

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### LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES/GOODS

TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and \_\_\_\_\_ (hereinafter called "Contractor") with its headquarters at \_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal .....[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties) hereby agree as follows:

#### **Article 1: SCOPE OF WORK**

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto ("Services/Terms of Reference"), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

#### **Article 2: CHANGES IN CONDITION**

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

**Article 3: CONTRACTOR'S REPORTING**

- 5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

**Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS**

- 6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

**Article 5: ACCEPTANCE**

- 7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
- 8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS DEVELOPMENT PROGRAMME

For and on behalf of:  
(Contractor)



## Annex I

### **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its

obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the

Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment

thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** 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.

#### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** 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.

**24.2** 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.

#### **25.0 ANTI-TERRORISM:**

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

#### **26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.