



REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: May 12, 2021
	REFERENCE: 458-2021-UNDP-UKR-RFP-SMERec

Dear Sir / Madam:

We hereby invite you to submit your Proposal for performing **for services to develop and launch an export-oriented umbrella brand for agri-food products.**

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

Proposals may be submitted on or before close of business **Wednesday, May 26, 2021 , till 23:59 Kyiv time** via email to the address below:

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

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of

Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

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

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

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ms. Agnes Kochan,
Operations Manager,
UNDP in Ukraine

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Annex 1

Description of Requirements

Context of the Requirement	Building Forward Better: Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability
Implementing Partner of UNDP	Ministry of Digital Transformation of Ukraine
Brief Description of the Required Services ¹	The overall goal of the assignment is to articulate an idea for strategic orientation and concrete plan of action for establishment, launch, development, monetization and promotion of the export-oriented umbrella brand for the agri-food MSMEs with clear objectives, activities, target measures and roles. The outputs should cover short-, medium- and long-term activities and objectives, as well as be forward-looking, containing a vision on how such umbrella brand may evolve and contribute to financial sustainability of partner BMO, as umbrella brand administrator, as well as help assure a commitment to exporting under the umbrella brand over long term.
List and Description of Expected Outputs to be Delivered	As per TOR in Annex 2
Person to Supervise the Work/Performance of the Service Provider	<i>Project Manager, Building Forward Better: Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability Project</i>
Frequency of Reporting	<i>As required, regular progress meetings on request of the Supervisor</i>
Progress Reporting Requirements	All documents should be transmitted to UNDP electronically (formats of *.docx, *.xlsx, *.pptx, *.pdf or other commonly used formats) in the Ukrainian language.
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	4 month
Target start date	June, 2021
Latest completion date	September, 2021
Travels Expected	N/A
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others [pls. specify]

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required Please indicate clear roles in implementation team in accordance with required team minimum reflected in TOR
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency The proposal will be fixed in the currency proposed. Please propose in only one of applicable currencies. In case of proposal in local currency, the amount will be converted to USD based on UNORE currency rate for comparison. Local suppliers with contracts fixed in USD are paid in local currency based on UNORE rate for the date of payment. https://treasury.un.org/operationalrates/OperationalRates.php
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	The payment shall be arranged upon completion, presentation and UNDP approval of the Deliverables as listed in TOR.
Person(s) to review/inspect/ approve outputs/completed services and authorize	Project Manager, Building Forward Better: Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability Project

the disbursement of payment	
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 35% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 35% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors
Contract General Terms and Conditions ²	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) <p>Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input type="checkbox"/> Others
Contact Person for Inquiries (Written inquiries only) ³	<p><i>Procurement Unit UNDP</i> <i>Kyiv, Ukraine</i> <i>Procurement.ua@undp.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

<p>Documents to be submitted with the proposal</p>	<ul style="list-style-type: none"> • Duly filled in and signed forms of proposal (Annex 2) • Profile of the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed three (3) pages); • Proposed schedule with a list of key activities (information should not exceed three (3) pages; • Proposed Methodology for the Completion of Assignment, including a detailed description of how the proposed approach and methodology meets or exceeds the requirements; • Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, the scope of work and results of Contractor's work); <ul style="list-style-type: none"> • Copies of analytical reports prepared earlier: <p>1. Not less than two (2) focused on Ukraine on export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects.</p> <p>2. Not less than two (2) focused on other countries or international experience on export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects.</p> <ul style="list-style-type: none"> • Description of the proposed team, including CVs of the team suggested and relevant data that allows to assess their experience in similar engagements; • Copy of state registration document and taxpayer certificate; • Copy of balance sheets past 2 recent years for evaluation of financial sustainability; • A financial proposal in line with the instructions provided in the RFP. <p>Note: the financial proposal shall be in a password-protected archive and separate from the technical proposal. The password to the financial proposal archive shall not be provided unless requested and shall not be included with the original submission – in the cover letter or any other submission part.</p>
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<p>Other Information [pls. specify]</p>	<p>Pre-bid conference will be conducted</p> <p>19.05.2021, at 11:00 Via Zoom</p> <p>To express your interest to take part please send notification to procurement.ua@undp.org, point out tender reference in subject, the title of the company, names and positions of the representatives including contact details in the body of e-mail. Link to zoom conference will be provided upon processing your inquiry.</p> <p>Electronic submission requirements:</p> <ol style="list-style-type: none"> 1. Format: PDF files, ZIP archives only 2. File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. 3. All files must be free of viruses and not corrupted. 4. Password for financial proposal must not be provided to UNDP until requested by UNDP. Provision of non-password protected financial proposal leads to disqualification from the tender process. 5. Time Zone to be Recognized: [Kyiv +3] 6. Max. File Size per transmission: 5 MB 7. Mandatory subject of email: 458-2021-UNDP-UKR-RFP-SMERec, Part №.... From (total quantity of parts in submission) 8. Application forms to be filled in any of the languages listed: English/Ukrainian; supporting documents such as local registration/licenses/certificates issued in local language may be provided without translation. 9. Please do not duplicate your submission to procurement.ua@undp.org. This address is used only for questions and answers. 10. Other conditions: 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.
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Annex 1

Project title: **Building Forward Better: Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability, #00125945**

Description of the assignment: Develop and launch an export-oriented umbrella brand for agri-food products

Category: Professional Consulting Services

Country / Place of implementation: Ukraine

Possible travels (if applicable): N/A

Starting date of assignment: June 2021

The term of the assignment/or end date (if applicable): 4 months

Administrative arrangements: The Project will not provide any facilities, equipment, support personnel, support services or logistic; all travel costs (if needed) should also be included in the Financial Proposal unless otherwise specified in this Terms of Reference. All events and meetings are expected to be organized virtually (online)

Supervisor's name and functional post: Maksym Boroda, Project Manager, Building Forward Better: Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability Project

PREAMBLE

The private sector plays a significant role in advancing sustainable economic growth in Ukraine. It includes large firms and micro-, small and medium-sized enterprises (MSMEs). In Ukraine, MSMEs dominate the economy in terms of the number of entities, employment and value-added. According to the State Statistics Service of Ukraine, in 2018, the country had 446 large enterprises and 1,839,147 SMEs, which constituted over 99.9 per cent of all operating enterprises. 1,466,803 (80 per cent) of all MSMEs were self-employed individuals (Private Persons-Entrepreneurs). Of all the SMEs, 99.10 per cent are small entities, and 0.89 per cent are medium. In 2018, the SME sector in Ukraine accounted for 81 per cent of all employment and about 64 per cent of value-added.

In recent years, the Government of Ukraine has increased its efforts to support MSMEs in the economy. However, according to the OECD SME Policy Index for Ukraine in 2020, compared to other Eastern Partnership countries, Ukraine lags behind the vast majority of indicators – innovation policy, institutional framework, the operational environment, bankruptcy, green economy, business development services, internationalisation, access to finance, public procurement and SME skills.

The socio-economic impact of the COVID-19 pandemic has deepened the challenges faced by SMEs. Necessary measures to contain the virus through quarantines, travel restrictions, and cities' lockdown have resulted in a significant reduction in demand and supply. SMEs provide work for more than 4 million people in Ukraine and generate about 20% of GDP. Nevertheless, since the lockdown, the Ukrainian Chamber of Commerce and Industry estimated that 700,000 SMEs have closed. One-third of business owners (mainly micro-entrepreneurs) have claimed a 90-100% drop in revenue since quarantine and have laid off up to 50% of staff.

According to UNDP's socio-economic impact assessment (SEIA) in Ukraine, women who are the owners of a business were more likely to indicate that they had experienced "significant changes" in their business during the pandemic than men owners (64% vs 53%). The pandemic severely impacted women and entrepreneurs who are younger than 40 years old: 79% of women entrepreneurs reported negative effects of the crisis vs 68% of men, and 80% of young entrepreneurs vs 68% of older ones. In 2019, women-owned enterprises had a lower annual financial turnover than men-owned ones: 66% of enterprises owned by women had an annual turnover of less than UAH 1 million compared to 48% of men owners. During the pandemic, women owners indicated a decrease in their enterprise's monthly turnover more often than men owners (84% vs 78% male). The smaller the enterprise, the more likely it was owned by a woman. Micro and small enterprises were most affected as they depended on self-financing to mitigate the crisis.

Amongst the various MSME sectors that may be given priority support under the auspices of this Project, agricultural MSMEs, especially ones owned or led by women, stand out. FAO conducted a rapid survey to assess COVID-19 impacts on the agriculture sector in April 2020. The survey investigated the functioning of food supply chains by interviewing key actors – farmers, processors, wholesalers and retailers. The survey showed that the most affected food supply chains are fruits, vegetables, milk and dairy. Their main problems are related to transportation, storage and at the retail level. Besides, access to imported inputs remains a concern.

In order to address the abovementioned challenges, the Post-COVID Recovery of Ukraine's MSMEs towards Resilience and Sustainability Project builds on the results of situation analysis and UNDP's experience in aiding MSMEs throughout the first stage of the pandemic. Related potential priorities for UNDP Ukraine interventions includes:

- Support to small and medium entrepreneurship as one of the core economic lynchpins of Ukraine's economy, with particular attention to gender equality, empowerment and digital transformation.
- Search for tipping points in the application of digital transformation instruments to expedite business recovery.
- Commitment to furthering SDGs and instrumentalising them to address COVID-related threats.

The Project will target MSMEs in the agri-food and adjacent sectors with a focus towards women-owned or women-managed businesses: both family-operated and larger producers that have potential for development and guide their business towards better resilience and sustainability.

The Project intends to achieve the following outputs:

1. Women-driven MSMEs in agri-food and adjacent sectors have better capacity to apply resilient and sustainable business-models;
2. Ukraine's MSMEs, particularly those owned/led by women and representing agri-food and adjacent sectors, enjoy better access to business-development services, local and global markets and finances through digital solutions.

In order to ease the access of Ukraine's MSMEs to the global market, the Project will support the establishment, development and promotion of the export-oriented umbrella brand for the agri-food MSMEs. It will build on the experience of the UNDP Strengthening MSMEs BMOs in Ukraine Project and its partner BMOs, in particular "Taste of Carpathian" and "Organic Ukraine", which brings together small local farmers and food manufacturers under umbrella brands. Such an approach will allow overcoming the existing capacity limitations of small agricultural and food producers to export their products directly due to language barriers, financial and technical constraints. It will embrace nation-wide supply and value chains with particular focus on the regions mostly affected by the COVID-19 impact and with the highest density of respective production facilities. Sustainability strategy for the umbrella brand will ensure its operational and financial capacities as well as awareness, preparedness and resilience towards pandemics and other crises in the future.

OVERALL OBJECTIVES AND TASKS

Umbrella brands are traditionally considered as "bonds of quality", through which the sellers can signal higher quality to the buyer and/or reduce buyer's perceived risk. Moreover, through an umbrella brand, a seller can obtain economies of scope in advertising and promotion activities, as well as in logistic, transport and other operational expenditures.

The MSMEs often lack competencies and resources to successfully access international market on their own, including experience and knowledge on how to profitably deal with international buyers, sufficient production volumes, scarce information on quality and certification requirements, financial resources to upgrade their facilities or product characteristics to meet international market requirements.

One option to address these constraints for MSMEs is to collaborate with other MSMEs having similar intent to enter the international market together. The approach works best when there are strong social ties and trust among partners, which is often a case for MSMEs being members of one business membership organizations (BMOs). Having this competitive advantage, BMOs have a long-term potential of transforming management and adjunct services for such umbrella brands into the business services to MSMEs members.

The overall goal of the assignment is to articulate an idea for strategic orientation and concrete plan of action for establishment, launch, development, monetization and promotion of the export-oriented umbrella brand for the agri-food MSMEs with clear objectives, activities, target measures and roles. The outputs should cover short-, medium- and long-term activities and objectives, as well as be forward-looking, containing a vision on how such umbrella brand may evolve and contribute to financial sustainability of partner BMO, as umbrella brand administrator, as well as help assure a commitment to exporting under the umbrella brand over long term.

SCOPE OF WORK AND EXPECTED OUTCOMES

Under the UNDP Project Manager's supervision and in coordination with the Project Team, the Contractor will accomplish the following activities.

STAGE 1 – MARKET RESEARCH

1.1. Conduct a desk review of UNDP's background documents and prepare a detailed work plan. The work plan should specify the activity areas, the composition of the team and their respective capacities (i.e. number and qualification of the key personnel required for the study and research), travel and logistic arrangements (if any), a detailed timeline of work with fixed deadlines. The Contractor should draft a work plan in close consultation with UNDP.

1.2. Develop a methodology to attain or exceed the objectives and goals of the assignment and submit it to UNDP for review and approval.

Overall, the Contractor is expected to use a desk review to study secondary sources and virtual (online) meetings and telephone interviews for obtaining primary data, validating the findings and hypotheses.

The methodology should include (but not limited to):

- Detailed description of methodological approach and approach to reach specific objectives of this assignment and retrieve required information, and timelines.
- Tools for data collection (draft interview protocols/guides, draft survey questionnaire and other necessary tools to collect required information from partner BMOs/their MSMEs, designed in close collaboration with UNDP as envisaged by the methodological approach).
- Suggested criteria for selecting the partner organization among all potential BMOs and products for export under the umbrella brand. The criteria may consider (but not limited to): SWOT for BMOs, commitment of BMOs and availability of human and financial resources for managing the brand and its promotion, experience with international markets, current MSMEs sales at the local market and reputation, production capacities and ability to address additional demand, availability of financial resources for adapting the product to the export market, commitment of member MSMEs management to support export efforts, competitiveness of the selected products at the target market, difficulty and cost to adapt the product, its quality, safety, package or labelling to the target market, available partners or distributors in the target country, export and logistic among others), .
- Suggested outline/structure for reports, strategies, plans, analytical products to be developed as a part of this assignment (i.e. brand guidelines, strategies, action plans, analytical reports among others).
- Preliminary concept for organizing "first contact" with the target market through virtual (online) trade fair, trade mission, exhibition or similar. The event is expected to be organized in partnership with relevant stakeholders, including Export Promotion Office, MEDT, partner BMOs and/or others as relevant. At least 30 Ukrainian MSMEs (including 15 women-led) are expected to be engaged. The Contractor must ensure participation (invite, engage) of potential partners

for import and sale of products in the target market (importers, distributors, wholesalers, representatives of BMOs among others).

NOTE: The Contractor should discuss goals of assignment and methodology with UNDP and obtain approval to the final version of the methodology from UNDP before starting the work.

1.3. Organize meetings with partner BMOs and collect information on categories of products available for export and prior export experience, lessons learned and trends for those (if any), production capacity and seasonal fluctuations, priorities for export markets and expectations from export, interest among member MSMEs and feedback on commitment of the BMO to be significantly engaged into the initiative, availability of human and other resources and other key issues relevant to the assignment and required to inform analysis as per established criteria.

The Contractor should ensure that MSMEs from the regions mostly affected by the COVID-19 impact and with the highest density of respective production facilities are accounted and prioritised. The Contractor must ensure that a sufficient number of MSMEs, including women-led, are engaged for consultations on the export-oriented umbrella brand.

As a general requirement, it is expected that primary opportunity to engage into this project will be given to partner BMOs of the UNDP project "Strengthening MSME BMOs in Ukraine (Phase II)". In case no suitable partner is identified upon consultations and meetings, the Contractor should promptly inform UNDP on such outcome with detail information on the reasons. In such case, upon assessment of the situation, UNDP will suggest another candidate BMOs for consideration.

Meetings with at least five (5) different BMOs and their members are expected, but the Contractor must be ready to deliver additional meetings and interviews with BMOs or their member MSMEs, as many as required to collect all required information and clarifications until categories of products, target markets and a partner for collaboration within this assignment is identified.

All meetings are expected to be organized virtually (online) and recorded. A representative of UNDP should be invited to all meetings as an observer. Meeting recordings to be provided to UNDP with the Final Technical Report.

An electronic questionnaire or telephone interviews may be used as a supplementary tool to collect feedback and additional details from the interested MSMEs, if preliminary approved as a part of the methodology by UNDP.

1.4. Conduct market research on the countries of interest and **identify export potential** for products suggested.

NB: The contractor must ensure that the selected target market is sufficiently large and has ample import potential to ensure financial sustainability of further export operations under the umbrella brand (i.e. EU, USA, China or similar size).

1.5. Collate and assess information received from partner BMOs and their member MSMEs against basic criteria established as a part of methodology. Where needed and in order to fill in the gaps, contact the partner BMOs for additional clarifications and/or collect secondary data from open sources to complement the available information.

1.6. Identify potential challenges and risks to implementation and develop a recommended action plan to mitigate and/or address those.

The analysis should consider the challenges and risks related to (*not inclusive*):

- Interest among MSMEs and readiness to export.
- Evaluation of export capacities of interested MSMEs (current usage trends, potential balance between domestic and export sales, impact of potential export orders on domestic sales (market

distortion), potential for additional production to ensure stable supply volume, seasonal fluctuations, changes required to the production process).

- Quality assurance for products to be sold under the umbrella brand.
- Specific challenges of the target market (i.e. competition, cultural differences, import and export control) and the strategy to address them.
- Commitment of key stakeholders to administer the umbrella brand and export process and ensure sustainability of export operations.
- Other challenges and risks related to umbrella brand management and monetisation, goods production and quality assurance, certifications, marketing and sales, taxation, transportation and logistics, export and import or else.

1.7. Identify and suggest the BMO partner and categories of products having the most competitive advantage to be potentially exported under the umbrella brand based on criteria for selection approved by UNDP as a part of the methodology.

Compile concise and accurate profile for each shortlisted BMO (at least 1), which would demonstrate main characteristics, display strength and weaknesses, pros and cons for becoming project partner for this assignment. Each BMO case file should contain (but not limited to) of the following sections:

- General information on the BMO and selected categories of products.
- Brief analysis by key selection criteria.
- Pros and cons of selecting the BMO as a project partner.
- Pros and cons of selecting suggested categories of products for the market in target.
- Capacity of partner BMOs to manage the umbrella brand and ensure sustainability.

The suggested shortlist must be further obligatory discussed and agreed with UNDP, as well as with key stakeholders, if required. The Contractor must be ready to organize virtual (online) meetings with UNDP, key partner BMOs and their member MSMEs, as many as required to finalize the selection of partner BMO, list of products for export and markets in focus.

STAGE 2 – BRAND DEVELOPMENT

2.1. Develop a Brand Strategy, defining the foundations of the brand. The Brand Strategy should include (*but not limited to*):

- 1) Brand core, positioning, principles.
- 2) Value proposition. Criteria and procedure for product quality assurance. Quality Seal.

Note: The Contractor will identify the virtues of selected agri-food products that can be effectively promoted to increase their brand value. Some of these may include (but not limited to): unique features, quality, origin, sustainability, etc. The Contractor should confirm which attributes appeal strongly to key buyers through interviews or focus groups.

- 3) Brand messaging.

Note: Based on the unique attributes identified, the Contractor will develop a narrative for the brand that will form the base of efforts to strengthen the overall brand identity, increase its value, and effectively differentiate it from other quality products.

- 4) Visual identity (at least 3 distinct draft variants should be suggested by a Contractor for review and approval by UNDP and partner BMO).

The Contractor will collect information and suggestions from UNDP and key partners, develop the first draft of the strategy and submit to UNDP for approval. The Contractor should ensure that specific challenges of the potential target markets are taken into account during the brand development (i.e. cultural differences and related perceptions of specific visual elements, meaning of the brand name in the target languages etc.)

The Contractor is expected to identify the best strategy for umbrella brand development that would allow to enhance both the collective brand and the independent brands of the individual members.

2.2. Facilitate at least one (1) online meeting to present the first umbrella brand concept and collect feedback from UNDP and key partners. The Contractor must be ready to deliver additional meetings with BMOs or other partners if there is a need or request from the Partners. All meetings are expected to be organized virtually (online). **Amend the first draft incorporating the feedback received** and submit to UNDP for review and approval.

2.3. Assess the need and expedience of trademark registration at the target market (in the destination countries). Conduct eligibility audit to determine if brand visual is eligible for trademark registration, including verify trademark on compliance with legislation requirements, identify similar trademarks. Prepare written report with assessment results and detailed recommendations on further actions, including suggested amendments to identity, if required. If required, **amend the brand visual to meet the requirements**, in consultation with UNDP and partner BMOs.

2.4. As the strategy is finalized, the Contractor will **design Brand Guidelines** and submit to UNDP for review and approval. The Brand Guidelines should contain (*but not limited to*) brand core, attributes, visual guidelines (elements, logo usage, colour palettes, typography, do/don'ts etc.). The Contractor is expected to suggest the contents based on the Brand Strategy developed.

NOTE: All documents and materials must be prepared in close consultation with UNDP and partner BMOs and must be approved by UNDP prior to further processing and any sharing externally.

STAGE 3 – PLAN FOR ACTION

3.1. Develop an Export Strategy for priority market(s) and a plan of action for selected categories of products that will give a clear understanding of specific steps that need to be taken and help assure a commitment to exporting over long term.

NB: It is expected that the Contractor will ensure that the selected target market is sufficiently large and has ample import potential to ensure financial sustainability of further export operations under the umbrella brand (i.e. EU, USA, China or similar size).

The Export Strategy is expected to be developed as a flexible management tool for the brand owner/administrator, not a static document. *The Contractor is expected to conduct audit of products of all potential partner MSMEs (at least 30) and develop tailored recommendations for each of them, as required.*

It should specify (but not limited to):

- *Market access and entry requirements and an action plan to ensure compliance of the umbrella brand products.* Market entry considerations should include, but not be limited to: minimum order/sales quantity, required modifications to products, requirements to packaging or labelling (additional information, design, translation, specific markings, size and materials of packaging etc.), legislation and rules, requirements for licenses or certificates to export and to import the product(s), import requirements and restrictions, customs procedures and documentation, food safety and other food certification requirements, recommendations on protection of intellectual

property rights, key trade agreements, trade barriers or incentives, logistical services and transportation infrastructure, distribution, business environment, other operational challenges.

- *Product Pricing Strategy.* Pricing considerations should account for (but not limited to) price and delivery terms, freight, insurance, duties, certifications, marketing, taxes, distributor and wholesale margins, retailer fees, brand owner fees, VAT%, and other related costs.
- *Marketing and PR Strategy.* The strategy should include (but not limited to) vision of entering into the international market, customer profiles, intermediaries, positioning and raising brand-awareness (B2B – buyers/intermediaries, B2C - among consumers etc.), promotional materials, outreach, marketing and distribution channels, monitoring and evaluation of results etc. The Contractor should also identify investments necessary for carrying this work effectively, including but not limited to specialized marketing, communications and PR staff, development of communications and marketing materials, content inputs to company marketing, presence at international promotional events and trade shows etc.
- *Risk Management Strategy,* providing a structured and coherent approach to minimize, monitor, and control the risks identified.
- *Evaluation instruments* for comparison of objectives with actual results to measure the success.
- *Flowchart of the process across the supply chain,* including estimated costs and timing for each element.
- *Templates and samples* for documentation needed to comply with the requirements across markets (i.e. commercial invoice, a pro-forma invoice, insurance documents, certificates of origin, sales contracts or else).

3.2. Develop a Management Plan that will give a clear understanding of the personnel and other resources needed for administration of the umbrella brand and implementing the export strategy in medium- and long-term. Management plan should be developed in close consultations with UNDP and partner BMO(s).

It should specify (but not limited to):

- Responsibilities and roles of brand administrator(s) and other relevant stakeholders that will follow through after the umbrella brand and design of all related plans to guide further action.
- Availability of in-house expertise (international sales experience, language capabilities and else), and recommendations on expertise required.
- Organizational structure required to ensure export sales are adequately serviced with the vision on financing sources to sustain it long-term.
- Other adjunct business development services that may be provided by a brand administrator on a cost recovery basis (i.e. translations, handling transport and customs clearance procedures, joint advertising, collective participation in exhibitions, training, market research, introduction of quality standards, identification of distributors and clients, joint shipping and other). The list of services that are expected to have the most competitive advantage will be identified and suggested by the Contractor based on consultations and market research.
- *Monetisation strategy* to make export operations self-sustaining and fuel interest and commitment to continue exporting long-term. The Contractor should also identify and propose permanent source of funding for brand management.
- *Appropriate controls and governance structures,* including (but not limited to) on how the partners (member MSMEs) collectively and individually can engage in new market opportunities, the exit and entry of partners, as well as possible phase out of the umbrella brand. Structural changes in

MSME group should be ex-ante organized as a natural adaptive and evolutionary process, so that the risks of related organizational shocks are minimized.

STAGE 4 – KNOWLEDGE MANAGEMENT AND OUTREACH

4.1. Develop a Market Entry Handbook for selected categories of products. The Contractor will analyse and consolidate the data obtained during Stages 1-3 and produce a high-quality practical guide to the selected markets for specific Ukrainian Agri-food products selected for export under the umbrella brand. The Handbook is expected to be used by partner BMO and MSMEs interested to export under the umbrella brand. The Report shall be prepared **in Ukrainian and English** (up to 60 pages each, A4, 11pts).

The final structure and content of the Report shall be agreed with UNDP and consist of the following tentative sections (not inclusive):

1. Executive summary (2-3 pages).
2. Abbreviations, terminology and definitions, lists of tables and charts.
3. Description of methodology, including limitations and challenges encountered.
4. Country introduction and overview: economic and political trends, economic situation and midterm outlook, geography and key markets, domestic agricultural production and regions.
5. Introduction to target market and consumers: demand for imported agri-food products, growth drivers and trends, consumer profiles and preferences, cultural sensitivities and do/don'ts, and other considerations.
6. Market access and entry: SWOT, legislation and rules, import requirements and restrictions, customs procedures and documentation, food safety and other food certification requirements, labelling requirements, protection of international property rights and relevant authorities, key trade agreements, trade barriers, logistical services and transportation infrastructure, distribution, business environment, key operational challenges.
7. Market snapshots for selected products / product categories: SWOT analysis, consumption, offer, specific market entry requirements, distribution, challenges for Ukrainian product.
8. Lessons learned.
9. Annexes.

4.2. Finalize the concept for organizing “first contact” event with the target market (virtual trade fair, exhibition, trade mission or similar), incorporating UNDP and partner BMO comments, as well as lessons learned during the assignment. **Facilitate the event** following the concept approved by UNDP.

The following conditions (but not limited to) should be respected:

- The event is expected to be organized virtually (online).
- The event may be organized as a virtual/online participation in international exhibition/fair, virtual trade mission, or similar event where partner BMO and Ukrainian MSMEs can meet with potential partners from the target market country. The idea should be suggested by the Contractor and approved by UNDP.
- The event concept should include the objectives of the event, envisaged participants and clear indicators to measure the results.
- The Contractor must ensure participation of **at least 30 Ukrainian MSMEs (including 15 women-led)** that are interested to export selected products to the target market under the umbrella brand.
- The Contractor must ensure participation of potential partners for import and sale of products in the target market (importers, distributors, wholesalers, representatives of BMOs among others). The list of participants from the target market should be suggested by the Contractor and approved by UNDP.
- The Contractor will be responsible for preparation of the agenda of the event, inviting all the relevant stakeholders, as well as introductory training to partner BMO and MSMEs representatives on approach and instruments for effective participation in the event, partnership building, and key actions required to achieve successful outcomes.
- The Contractor must also prepare an event report after the event, including information on participants, results achieved, and actions agreed to be taken.

Event services (venue, technical support, printed products and design, promotion, translation, broadcasting, equipment and other arrangements), if any required, will be ensured by a UNDP's conference service provider and covered by UNDP Project separately.

4.3. Public presentation to key stakeholders.

Upon completing the assignment, the Contractor will prepare a Ukrainian and English presentation, which should cover methodology, umbrella brand development challenges and results, findings and conclusions. The primary focus of the presentation should be on vision and recommendations for further action.

The Contractor is expected to participate in *at least one (1) public event* to present the umbrella brand and a plan for further action. It is expected that all events will be organized online (virtually). *If an event is organized offline, the event's logistic arrangements will be covered separately by UNDP, and the Contractor should not include these costs into the financial proposal.*

All presentations should be prepared in PowerPoint format using the template provided by UNDP.

NOTE: Any information, reports, presentations, and other materials should be agreed upon with UNDP before sharing externally. All information and products produced by the Contractor under this Project will remain property of the UNDP.

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

- Hold inception and follow-up meetings with the UNDP project team as requested.
- Prepare a detailed work plan with a timetable for this assignment.
- Submit all the deliverables for review, comments and approval to the UNDP project team as requested.
- Develop tools and documentation described above in this Terms of Reference and validate/approve them with the UNDP project team.
- Liaise and ensure constant communication/coordination with the UNDP project team regarding all aspects of the assignment, and instantly inform UNDP of any difficulties or delays encountered during the assignment to resolve them.
- Ensure the mainstreaming of gender equality and women's empowerment considerations in activities, promote a safe and enabling environment free of any kind of discrimination and abusive behaviour, and use the principles of gender-responsive communications in line with the UNDP corporate standards.

DELIVERABLES AND TIMELINE:

The target date for the start of work is May 2021. The Contractor is expected to complete the tasks within the following tentative timeframe.

#	Deliverable	Timeframe
1	<p>An Inception Report and Methodology developed and submitted to UNDP for review and approval, comprising: a detailed methodology; a detailed work plan reflecting key actions, milestones, and updated calendar with Gantt Chart, tools for data collection, criteria for partner selection, outlines for materials and reports among other described in 1.1.-1.2. above.</p> <p>Virtual (online) consultations with at least five (5) BMOs and their member MSMEs conducted to identify potential partner for the initiative.</p> <p>Brief report with the overview of assessment and selection process (total number of BMOs and MSMEs consulted, overview of the results).</p> <p>A portfolio consisting of shortlisted BMO profiles (at least 1 BMO, 2-3 pages A4, 11 pts) as described in 1.7 above.</p>	4 weeks from signing the contract

2	<p>Draft Brand Strategy developed and submitted to UNDP for review and approval.</p> <p>At least one (1) online meeting to present the first umbrella brand concept and collect feedback from UNDP and key partners conducted.</p> <p>Eligibility audit conducted to determine if brand visual is eligible for trademark registration and written assessment report prepared. Brand visual amended to meet the requirements, in consultation with UNDP and partner BMOs (if required). Recommendations provided on expedience of trademark registration at the target market.</p> <p>Brand Strategy finalized, incorporating comments and feedback, developed and submitted to UNDP.</p> <p>Brand Guidelines developed and submitted to UNDP for review and approval.</p>	4 weeks from submission and acceptance of Deliverable 1 outcomes.
3	<p>Draft Export Strategy for priority market and a plan of action for selected categories of products (<i>in Ukrainian</i>) developed and submitted to UNDP and partner BMO for review and approval.</p> <p>Draft Management Plan (<i>in Ukrainian</i>) developed and submitted to UNDP and partner BMO for review and approval.</p> <p>Final Export Strategy (<i>in Ukrainian and English</i>), incorporating comments and feedback, developed and submitted to UNDP.</p> <p>Final Management Plan (<i>in Ukrainian and English</i>), incorporating comments and feedback, developed and submitted to UNDP.</p>	4 weeks from submission and acceptance of Deliverable 2 outcomes.
4	<p>A first draft of the Market Entry Handbook (<i>in Ukrainian, up to 60 pages A4 each, 11pts</i>) presented to UNDP for feedback and validation.</p> <p>Final Market Entry Handbooks (<i>in Ukrainian and English</i>), incorporating comments and feedback, developed and submitted to UNDP.</p> <p>At least one (1) event for partner BMO and Ukrainian MSMEs to meet target market partners facilitated in line with requirements as per 4.2. above and report on results developed.</p> <p>Umbrella brand and a plan for further action presented to key stakeholders at minimum one (1) public event.</p>	4 weeks from submission and acceptance of Deliverable 3 outcomes.

PAYMENT SCHEDULE

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

First payment - upon satisfactory completion and acceptance by UNDP of Deliverables 1-2 (50%).

Second payment - upon satisfactory completion and acceptance by UNDP of Deliverables 3-4 (50%).

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

MONITORING AND REPORTING REQUIREMENTS

The Contractor will work under the Project Manager's supervision and in close cooperation with the Project team.

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

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

After completing all activities, the Contractor is to submit to the UNDP a Final Technical Report, containing a brief description of the work performed and the deliverables. The Final Technical Report should also contain information related to the overall organization and execution of the research, data analysis, highlighting any considerable difficulties, challenges and deviations from the original plan and any other notable occurrences. All major deliverables should be prepared in Ukrainian and English.

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

Other requirements to Analytical Reports

A report structure must include a cover page, table of contents, glossary of terms, abbreviations, lists of tables and charts, introduction, executive summary, the text of the report, conclusion, recommendations, annexes. The conclusions should be comprehensive and balanced, be well substantiated by the evidence and logically linked to the assessment findings. The recommendations need to be supported by an evidential basis, be credible, practical, action-oriented, and define who is responsible for the action to have the potential to be used in decision-making. The Annexes should be duly numbered, and all tables should contain references to sources and be numbered, as well as there should be references to them in the text of the report. All visuals and tables throughout the report should be duly numbered.

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

MANAGEMENT ARRANGEMENTS

The Contractor shall be responsible for managing the assignment's processes, human resources, logistics and expenditures related to the assignment in terms of time and adequacy in close consultations with the UNDP. The Contractor should ensure the reference to UNDP and the Donor.

Project implementation will be monitored along with the working plan, but UNDP reserve the right to request information about the current level of progress at any stage. A final decision on the evaluation of works delivered by the Contractor is made by the Project Manager.

EXPERIENCE AND QUALIFICATION REQUIREMENTS (ELIGIBILITY CRITERIA) TO CONTRACTOR

General requirements:

- An officially registered company or organization (commercial, non-profit, non-governmental, educational establishment). Applicants may submit their proposals as members of the partnership/consortium. In this case, the contract will be concluded with the principal organization. The principal organization shall conclude all partnership agreements. Legal partnership registration is not required; however, partner companies shall commit themselves to cooperate to fulfil the terms of the contract.
- At least ten (10) years of proven experience with consultancy assignments, market studies, and report writing.
- At least five (5) years of proven experience with advisory, consultancy or research assignments related to export promotion, economic development, MSME sector, business development or closely related fields in Ukraine and internationally.
- Experience in working with international organizations and donor agencies **will be an asset.**

Requirements for the Key Personnel:

1. Project Team Leader

- At least a Master's/Specialist's degree in Business Administration, Marketing, Economics, International Trade, Management, Social Sciences, Development Studies, Law, Public Administration, or another related field. A postgraduate degree in the relevant field is an asset.

- At least ten (10) years of proven work experience in advising governments, non-governmental organizations or private sector on export operations. Experience at the international level is an asset.
- At least ten (10) years of experience in project management and/or leading teams.
- Previous experience of working with large agri-food exporters or international agri-food market landscape would be a strong asset.
- Excellent writing skills, analytic capacity and ability to synthesize inputs and relevant findings (proven with samples of at least two (2) prepared or co-authored presentations or other analytical documents with high-level recommendations, vision for market development and/or ideas for strategic direction and plan of action).
- Fluency in Ukrainian/Russian and English.

2. Key Expert 1 (Export Analyst)

- At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, International Trade, Law, Finance, Management, Social Sciences, another related field. A postgraduate degree in the relevant field is an asset.
- At least ten (10) years of proven professional experience in analytical work, advisory or consultancy with both public and private sector.
- At least five (5) years of professional experience and understanding of agri-food production cycle, supply chain and export operations, markets landscape.
- Knowledge of national and international regulations on taxes, import requirements and restrictions, customs procedures and documentation, safety, certification, and labelling requirements, international property rights and relevant authorities, key trade agreements, trade barriers, logistical services and transportation infrastructure, distribution, business environment, key operational challenges and related for agri-food products.
- Excellent writing skills, analytic capacity and ability to synthesize inputs and relevant findings (proven with samples of at least two (2) prepared or co-authored analytical documents).
- Fluency in Ukrainian, Russian and English.

3. Key Expert 2 (Branding Expert)

- At least Master's/Specialist's degree in Social Sciences, Marketing, Economics, International Trade, Management, or other related fields. A postgraduate degree in the relevant field is an asset.
- At least ten (10) years of proven work experience in brand development and management. Experience with the development of brands for export or brand management and administration for agri-food products at the international level is an added advantage.
- Familiarity with agri-food sector, its value chain and challenges is a strong asset.
- Fluency in Ukrainian, Russian and English.

DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION

☒ Technical proposal (see more details below)

☒ Financial proposal (see more details below)

TECHNICAL PROPOSAL

Required	
<input checked="" type="checkbox"/>	Letter of interest/letter of proposal, with general information on the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed three (3) pages);

<input checked="" type="checkbox"/>	Proposed schedule with a list of key activities (information should not exceed three (3) pages);
<input checked="" type="checkbox"/>	Proposed Methodology for the Completion of Assignment, including a detailed description of how the proposed approach and methodology meets or exceeds the requirements. All essential aspects should be addressed in sufficient detail, including a description of the methodology, instruments, and resources to complete the tasks; implementation timelines, information on subcontracting (if any). The methodology shall also include details of the Applicant's risk mitigation, reporting and monitoring, technical and quality assurance review mechanisms, and any other comments or information regarding the approach and methodology (information should not exceed 15 pages).
<input checked="" type="checkbox"/>	CVs of the project team members clearly indicating the respective qualification requirements
<input checked="" type="checkbox"/>	Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, the scope of work and results of Contractor's work);
<input checked="" type="checkbox"/>	Copies of analytical reports prepared earlier: 1. Not less than two (2) focused on Ukraine on export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects. 2. Not less than two (2) focused on other countries or international experience on export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects.
<input checked="" type="checkbox"/>	At least two references from previous clients.

EVALUATION CRITERIA

Evaluation and comparison of proposals

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

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

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

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

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Organization			
				A	B	C	D
1	The expertise of the company/organization submitting the Proposal	35%	245				
2	Proposed Work Plan, Methodology and Approach	35%	245				
3	Management Structure and Qualification of Key Personnel	30%	210				

	Total Score	100%	700				
	Notes						

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

Technical Proposal Evaluation Forms:

- Form 1. The expertise of the company/organization submitting the proposal
- Form 2. Proposed Work Plan, Methodology and Approach
- Form 3. Management Structure and Qualification of Key Personnel

Technical Evaluation Criteria for UNDP ToR

Technical Proposal Evaluation Form 1		Points Obtainable	Company / Organization		
			A	B	C
The expertise of the company/organization submitting the Proposal					
1.1	Officially registered organization (commercial, non-profit, non-governmental, educational establishment): <i>{10 years in operation – 15 points, 11-19 years – 17 points, more than 20 years – 20 points}</i>	20			
1.2	At least ten (10) years of proven experience with consultancy assignments, market studies, and report writing. <i>{10 years –25 points, 11-15 years – 30 points, 16 years and more – up to 40 points}</i>	40			
1.3	At least five (5) years of proven experience with advisory, consultancy assignments related to export promotion, economic development, MSME sector, business development or closely related fields in Ukraine and internationally. <i>{5 years –25 points, 6-9 years – 30 points, 10 years and more – up to 45 points}</i>	45			
1.4	Experience in conducting advisory, consultancy, research or studies focused on Ukraine on export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects evidenced by submitted summaries of reports. <i>{2-3 relevant reports – 23 points, 4-5 relevant reports – 25 points, 5 reports or more – up to 35 points}</i>	35			
1.5	Quality of analytical reports (related to 1.4.): <ul style="list-style-type: none">- The relevance of the cases – 5 points.- Clear and consistent information – 1-5 points.- Quality visualizations – 1-5 points.- Quality analysis – 1-10 points.	25			
1.6	Experience in conducting research and studies focused on other countries/international experience related to export development and promotion, economic and business development, MSMEs, market innovation or transformation, shaping value chains, trade and investment or closely related subjects. <i>{2-3 relevant reports – 25 points, 4-5 relevant reports – 30 points, 5 reports or more – up to 35 points}</i>	35			
1.7	Quality of analytical reports (related to 1.6.): <ul style="list-style-type: none">- The relevance of the cases – 5 points.- Clear and consistent information – 1-5 points.- Quality visualizations – 1-5 points.- Quality analysis – 1-10 points.	25			
1.9	Experience in working with international organizations and donor agencies <i>{no experience – 0 points; availability of experience – 20 points}</i>	20			
The total score on Form 1		245			

Technical Proposal Evaluation Form 2		Points Obtainable	Company/Organization		
			A	B	C
Proposed Work Plan, Methodology and Approach					
2.1	<p>The relevance of the technical proposal to the objectives and tasks of the TOR, the quality of the proposed approach and methodology and its compliance with the stated goals of the TOR:</p> <ul style="list-style-type: none">- The methodology is well-adjusted to the needs of the ToR and shows an understanding of the assignment and how the organization will achieve the TOR, keeping in mind the appropriateness to local conditions and project environment – 30 points.- Essential aspects are addressed in sufficient detail, the methods and tools proposed are meeting the purpose and objectives of the assessment and are detailed in the proposal – 20 points.- Proposed approach is aimed at designing comprehensive analytical products, strategies and plans – 20 points.- The technical proposal is realistic within the timeframe stated in TOR – 15 points.- Proposed methodology includes details on the technical and quality assurance review mechanisms – 10 points.- The methodology allows establishing an M&E baseline and includes a brief description of the mechanisms proposed for reporting to UNDP and partners, including a reporting schedule - 10 points.- Technical proposal contains explanation whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed subcontractors. In case of subcontracting, special attention is given to providing a clear picture of the role of each entity and how everyone will function as a team – 10 points.- Technical proposal describes potential risks for implementation of the project that may impact achievement and timely completion of expected results, and their quality, as well as measures to mitigate those risks – 10 points.	125			
2.2	<p>The proposed methodology:</p> <ul style="list-style-type: none">- Includes suggested criteria and procedure for selecting the partner organization among all potential BMOs and products for export under the umbrella brand – 25 points.- Demonstrates an understanding of the MSMEs and BMOs/BSOs, and in particular of distinct groups: women enterprises, agri-food MSMEs as well as their specifics – 20 points.- Demonstrates an understanding of export operations and international agri-food market landscape – 20 points.- Includes an idea for organizing “first contact” with the target market – 20 points.	85			

2.3	<p>Work plan and timelines:</p> <ul style="list-style-type: none"> - A work plan is well elaborated and feasible and includes visualized work schedule (Gantt Chart or Project Schedule) – 10 points. - Work plan envisages all the activities and deliverables outlined in ToR – 10 points. - Key activities in the work plan developed in the optimal sequence - 10 points. - Work plan includes information on the activities of each team member (key personnel) and time allocated for his/her involvement – 10 points. 	35			
The total score on Form 2		245			

	Technical Proposal Evaluation Form 3	Points Obtainable	Company / Organization		
			A	B	C
Management Structure and Qualification of Key Personnel					
	Project Team Leader				
3.1	At least a Master's/Specialist's degree in Business Administration, Marketing, Economics, International Trade, Management, Social Sciences, Development Studies, Law, Public Administration, or another related field. A postgraduate degree in the relevant field is an asset. <i>{Master's/Specialist's degree - 6 points, PhD or above - 7 points}</i>	7			
3.2	At least ten (10) years of experience in project management and/or leading teams. <i>{10-12 years– 14 points, 13 years and more – 15 points}</i>	15			
3.3	At least ten (10) years of proven work experience in advising governments, non-governmental organizations or private sector on export operations. Experience at the international level is an asset. <i>{10-15 years– 13 points, 15 years and more – up to 20 points; experience at the international level – additional 10 points}</i>	30			
3.4	Previous experience of working with large agri-food exporters or international agri-food market landscape would be a strong asset. <i>{no experience - 0 points, 1-2 years – 2 points, 3 years and more – up to 10 points}</i>	10			
3.5	Excellent writing skills, analytic capacity and ability to synthesize inputs and relevant findings (proven with samples of at least two (2) prepared or co-authored presentations or other analytical documents with high-level recommendations, vision for market development and/or ideas for strategic direction and plan of action). <i>{2-3 related publications – 8 points, 3-4 related publications – 9 points; 5 and more related publications–10 points}</i>	10			
3.6	Language skills (Fluent Ukrainian/Russian and English - 3 points)	3			
Interim score by criteria 3.1-3.6		75			
	Key Expert 1 (Export Analyst)				
3.7	At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, International Trade, Law, Finance, Management, Social	7			

	Sciences, another related field. A postgraduate degree in the relevant field is an asset. <i>{Master's/Specialist's degree - 6 points, PhD or above - 7 points}</i>				
3.8	At least ten (10) years of proven professional experience in analytical work, advisory or consultancy with both public and private sector. <i>{10-13 years - 14 points, 14 years and more – 15 points}</i>	15			
3.9	At least five (5) years of professional experience and understanding of agri-food production cycle, supply chain and export operations, markets landscape. <i>{5-8 years of experience – 10 points; 9 and more years of experience – up to 15 points}</i>	15			
3.10	Knowledge of national and international regulations on taxes, import requirements and restrictions, customs procedures and documentation, safety, certification, and labelling requirements, international property rights and relevant authorities, key trade agreements, trade barriers, logistical services and transportation infrastructure, distribution, business environment, key operational challenges or related for agri-food products. <i>{5-8 years of relevant experience – 10 points; 9 and more years of experience – up to 15 points}</i>	15			
3.11	Excellent writing skills, analytic capacity and ability to synthesize inputs and relevant findings (proven with samples of at least two (2) prepared or co-authored analytical documents related to surveys, research or similar). <i>{2-3 related publications – 7 points, 3-4 related publications – 8 points; 5 and more related publications– up to 10 points}</i>	10			
3.12	Language skills <i>{Fluent Ukrainian and English – 3 points}</i>	3			
Interim score by criteria 3.7-3.11		65			
Key Expert 2 (Branding Expert)					
3.13	At least Master's/Specialist's degree in Social Sciences, Marketing, Economics, International Trade, Management, or other related fields. A postgraduate degree in the relevant field is an asset. <i>{Bachelor's degree – 5 points, Master's/Specialist's degree – 6 points, PhD or above – 7 points}</i>	7			
3.14	At least ten (10) years of proven work experience in brand development and management. <i>{7-10 years– 15 points, 11-15 years - 20 points, 16 years and more – up to 30 points}</i>	30			
3.15	Experience with the development of brands for export or brand management and administration for agri-food products at the international level is an added advantage. <i>{no experience – 0 points, 1-5 years - 5 points, 6 years and more – up to 10 points}</i>	10			
3.16	Familiarity with agri-food sector, its value chain and challenges is a strong asset. <i>{no experience – 0 points, 1-5 years - 5 points, 6 years and more – up to 10 points}</i>	10			
3.17	Language skills <i>{Fluent Ukrainian and English – 3 points}</i>	3			

	Interim score by criteria 3.14-3.17	60			
3.18	Is gender diversity ensured in the team? <i>{partially ensured – 5 points, close to 50/50% balance - 10 points}</i>	10			
	The total score on Form 3	210			

Annex 3**FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁴**

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁵)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP 458-2021-UNDP-UKR-RFP-SMERec dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

BRIEF COMPANY PROFILE	
The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:	
Full registration name	
Year of foundation	
Legal status	
Legal address	
Actual address	
Bank information	
VAT payer status	
Contact person name	
Contact person email	
Contact person phone	
Company/Organization's core activities	
Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations (If any)	
Business Licenses – Registration Papers, Tax Payment Certification, etc.	EDRPOU, ID tax number. Copies of State registration and Tax registration should be attached

⁴ This serves as a guide to the Service Provider in preparing the Proposal.

⁵ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Certificates and Accreditation	Please indicate here applicable including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
Please provide contact details of at least 2 previous partners for reference	Please attach the signed reference letters
Company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List	Yes/No (Please choose)
Other relevant information	

B. Proposed Methodology for the Completion of Services

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

Proposed Methodology for the Completion of Assignment, including a detailed description of how the proposed approach and methodology meets or exceeds the requirements. All essential aspects should be addressed in sufficient detail, including a description of the methodology, instruments, and resources to complete the tasks; implementation timelines, information on subcontracting (if any). The methodology shall also include details of the Applicant's risk mitigation, reporting and monitoring, technical and quality assurance review mechanisms, and any other comments or information regarding the approach and methodology (information should not exceed 15 pages).

C. Qualifications of Key Personnel

The Service Provider must provide :

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*

Financial Proposal Form⁶

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

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

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

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

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

The bidders are requested not to modify/alter lines but keep them in their financial proposal.

A. Cost Breakdown per Deliverables*

Nº	Deliverables as referred to in the TOR	Percentage of Total Price (Weight for payment)	Amount excl. VAT, currency	VAT, currency (if applicable)	Amount including VAT, currency
1	Stage 1 Deliverables				
2	Stage 2 Deliverables				
3	Stage 3 Deliverables				
4	Stage 4 Deliverables				
5					
6					
7					
8					
	Total	100%			

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

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

The bidders are requested not to modify/alter lines but keep it in their financial proposal.

Nº	Activity/Costs	Unit	Number	Cost per unit, currency	Amount, currency excl. VAT	VAT, currency (if applicable)	Amount including VAT, currency
1	Personnel						
1.1	Project Team Leader		1				
1.2	Key Expert 1 (Export Analyst)		1				
1.3	Key Expert 2 (Branding Expert)		1				
1.6	Other experts (as required)						
2	Administration Costs (if necessary)						

⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

2.1	Communication (Internet/Phone/etc.)						
2.2	Other (if any – to define clearly activities/costs)						
3	Travel and Lodging						
3.1	Travel costs (tickets)						
3.2	Accommodation						
3.3	Daily Allowance						
3.4	Other (if any - to define clearly activities/costs)						
4	Other costs (if any - to define clearly activities/costs)						
4.1	...						
4.2	...						
	Total (please indicate currency)						

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

[Designation]

[Date]

GENERAL TERMS AND CONDITIONS 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 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.