



REQUEST FOR PROPOSAL (RFP)

ALL INTERESTED	DATE: November 17, 2021
	REFERENCE: 737-2021-UNDP-UKR-RFP-SGRU-CBAM

Dear Sir / Madam:

We hereby invite you to submit your Proposal for performing **for Assessment CBAM impact on Ukraine's selected industries.**

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, December 01, 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/unsc/coduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Ms. Agnes Kochan,
Operations Manager
UNDP in Ukraine



Description of Requirements

Context of the Requirement	Assess CBAM (Carbon Border Adjustment Mechanism) impact on Ukraine's selected industries UNDP Project: CBAM Impact Assessment in Ukraine, #00132429
Implementing Partner of UNDP	State Agency on Energy Efficiency and Energy Saving of Ukraine
Brief Description of the Required Services ¹	<ul style="list-style-type: none"> • Make description and analysis of CBAM peculiarities and its perspectives • Conduct data analysis of Ukraine export to EU, its trend, and perspectives • Perform cost calculation for Ukraine to trade with EU under CBAM regulations and make comparative analysis with the current subject cost • Make detailed description of proposed actions for the country to ensure uninterrupted access to EU market
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	UNDP Project Manager, Supporting Green Recovery in Ukraine
Frequency of Reporting	Regular in person and e-mail/or telephone / Skype communication. Upon completion of the task, the deliverables will be checked by the UNDP team.
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	December 2021 – February 2022
Target start date	15 December, 2021
Latest completion date	February 2022
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 the disbursement of payment	UNDP Project Manager, Supporting Green Recovery in Ukraine

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>Technical Proposal (70% - 700 points)</p> <input checked="" type="checkbox"/> The expertise of the company/organization submitting the Proposal (245 points) <input checked="" type="checkbox"/> Proposed Work Plan, Methodology and Approach (245 points) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (210 points)
	<p>Financial Proposal (30% - 300 points)</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) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Annexes to this RFP	<input checked="" type="checkbox"/> Detailed TOR (Annex 2) <input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 3) <input checked="" type="checkbox"/> GENERAL TERMS AND CONDITIONS FOR SERVICES (Annex 4)
Contact Person for Inquiries (Written inquiries only) ³	<i>Procurement Unit UNDP Kyiv, Ukraine Procurement.ua@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

² 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"> • Organizational profile which should not exceed ten (10) pages but should include references to previous experiences, work with state entities and provide other information necessary to make an informed selection based on the company's reputation and track record; • Copy of state registration document and taxpayer certificate; • Copy of balance sheets for the past 2 recent years for evaluation of financial sustainability; • A financial proposal in line with the instructions provided in the RFP. • Technical proposal, explaining how the company proposes to approach the task at hand and overcome possible difficulties and risks; • 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); • 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. All essential aspects should be addressed in sufficient detail, including a description of assessment methodology, approach to sampling and data collection, instruments for conducting the assessment (interviewers, facilities, data management, equipment). The methodology shall also include details of the Applicant's risk mitigation, technical and quality assurance review mechanisms, and any other comments or information regarding the approach and methodology (information should not exceed 15 pages). • CVs of the project team members clearly indicating the respective qualification requirements • Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, the scope of work and results of Contractor's work); • Copies of analytical reports prepared earlier: <ol style="list-style-type: none"> 1. Not less than two (2) focused on Ukraine on economic and business development, 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 economic and business development, market innovation or transformation, shaping value chains, trade and investment or closely related subjects. • At least two references from previous clients. <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>22.11.2021, at 12:00 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 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 +2] 6. Max. File Size per transmission: 5 MB 7. Mandatory subject of email: 737-2021-UNDP-UKR-RFP-SGRU-CBAM Impact Assessment in Ukraine, 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 2

TERMS OF REFERENCE (TOR)

Project title: **CBAM Impact Assessment in Ukraine**

Description of the assignment: Assess CBAM impact on Ukraine's selected industries

Category: Professional Consulting Services

Country / Place of implementation: Ukraine

Possible travels (if applicable): N/A

Starting date of assignment: December 2021

The term of the assignment/or end date (if applicable): 3 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.

Supervisor's name and functional post: Oleksandr Muliari, Project Manager, Supporting Green Recovery in Ukraine

1. PREAMBLE

Building a green economy in Ukraine is a core of the Association Agreement with the EU and facilitating a green and resilient COVID-19 recovery has become a key area of UNDP support to the Government of Ukraine.

Transition to a green economy and climate neutrality in accordance with requirements of the EU will be associated with the need to abandon old and inefficient carbon intensive economic activities develop and implement completely new business-models. These new business model should be based on the low carbon content of the products and services and better management of climate-related risks.

Based on the UN Development System assessment of the situation in Ukraine and according to agreements with Government of Ukraine, priorities for possible UNDP Ukraine interventions during and after the COVID-19 crisis are as follows:

- assistance with sectoral and cross-cutting strategic analysis on the socio-economic impact of COVID-19 for Ukraine and development of policy-proposals within select Ministries;
- commitment to the Green Economy Agenda and conflation of environment, economy, and digital instruments;
- support to MSMEs as one of the core economic lynchpins of Ukraine's economy with particular attention to issues of climate change and environment protection;
- gender equality and empowerment and digital transformation; and
- promotion of the foreign trade relations with the main partners.

To address the above-mentioned challenges and commitments, UNDP Supporting Green Recovery in Ukraine Project is to provide an important stimulus for transition to a greener economy and more sustainable financial system – support implementation of the new business models, creation of the new green jobs, improved social inclusion of the citizens and unlock private green and sustainable finance. This objective will be achieved through delivery of the following outputs:

- improved legal framework on the national level for a better green transformation of the economic and financial relations;
- reduced transaction costs on the green finance market; and
- better evaluation and management of the climate-related risks on the corporate level.

In July 2021, the European Commission introduced the Carbon Border Adjustment Mechanism, (CBAM) as a part of the "fit for 55" package, which aims to reduce the EU's greenhouse gas emissions by 55 per cent compared to 1990 level by 2030. EU CBAM mechanism will impose a carbon price on EU imports of selected commodities from countries with less ambitious climate policies to prevent so-called "carbon leakage." CBAM rules will initially apply to the EU imported goods from the following five sectors:

- electricity
- iron and steel
- cement
- aluminium and
- fertilisers.

New products can be added to the list in future.

Since the EU has become the main trade partner of Ukraine the country will have to make needed adjustments to relevant legislation and industry practices for compliance with CBAM rules to ensure uninterrupted access to EU market starting from 2023.

To form and harmonize Ukraine's position regarding CBAM rules, Cabinet of Ministers of Ukraine set up subject working group headed by Vice-Prime Minister Olha Stefanishyna on March 24, 2021⁴. This proves again an importance for Ukraine to elaborate timely and needed actions to address new circumstances due to CBAM.

UNDP's initial analysis of CBAM indicated that Ukraine may have significant losses due to the introduction of CBAM in its trade with EU unless it undertakes all needed actions. As of 2019, Ukraine ranked fifth among the EU's importers by the total cost of the goods that get under the provision of CBAM. In addition, Ukraine's joining EU Green Deal and recent approval of the country's updated 2021-2030 Nationally Determined Contributions (NDC) under the Paris Agreement requires ambitious country efforts towards reducing greenhouse gas emissions, which correlates with new CBAM trade rules.

The study is expected to result in detailed estimations of CBAM impact on five above mentioned Ukrainian industries and on Ukraine's economy as a whole and suggested concrete actions / road maps to face the challenges. Study results will be used by Government of Ukraine, as well as private sector while elaborating relevant legislative initiatives and initiating other needed steps.

2. OVERALL OBJECTIVES AND TASKS

The overall goal of the assignment is to conduct a detailed, sectoral, and national analysis of consequences of CBAM regulations, including cost estimations and the elaboration of proposals for Government of Ukraine and selected industries to adjust relative legislation and practices.

The Contractor will be responsible for conducting a study and preparing a report on impact of recently introduced CBAM mechanism on Ukraine-EU trade and particular industries, including cost estimations and elaboration of proposals for Government of Ukraine and selected industries to adjust relative legislation and practices.

The study report should include analytics in the following aspects: description of CBAM peculiarities and its perspectives, Ukraine export to EU data and analysis, cost calculation for

⁴ <https://zakon.rada.gov.ua/laws/show/265-2021-%D0%BF#Text>

Ukraine to trade with EU under CBAM regulations and detailed description of proposed actions for the country to ensure uninterrupted access to EU market.

Specific objectives include, but not limited to:

- Make description and analysis of CBAM peculiarities and its perspectives
- Conduct data analysis of Ukraine export to EU, its trend, and perspectives
- Perform cost calculation for Ukraine to trade with EU under CBAM regulations and make comparative analysis with the current subject cost
- Make detailed description of proposed actions for the country to ensure uninterrupted access to EU market

3. 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. Study Preparation.

1.1. Conduct a desk review of UNDP's background documents and prepare a detailed work plan.

The work plan should specify the timeline of all key stages of the research with fixed deadlines and with those experts responsible for particular tasks. The Contractor should draft a work plan in close consultation with UNDP.

1.2. Develop a methodology and submit it to UNDP for review and approval. The methodology applied should allow for attaining the objectives and goals as specified in "2. Overall objectives and tasks".

The methodology should include an overview of study tools to be applied, channels of data collection and a list of main counterparts to communicate while the study.

NOTE: The Contractor should discuss goals of assignment and methodology with UNDP before starting the work. UNDP should approve the final version of the methodology with detailed research methods, samples, tools, and timetable of proposed work.

STAGE 2. Study Implementation

2.1. Conduct desk research by availing of existing documentation, including:

- (1) CBAM documents, including regulations and relevant analytics
- (2) Ukraine-EU trade regime and relevant assessments
- (3) Relevant official statistics data analysis and studies already prepared.
- (4) Any other relevant documents, online and offline publications, and websites locally and internationally, which may be relevant.

2.2. Conduct interviews with stakeholders

The Contractor should communicate with the identified stakeholders at the international level and in Ukraine to solicit, acquire or follow up on information identified and validate hypotheses or findings.

STAGE 3. Reporting

3.1. Develop a Report on potential losses by each of Ukrainian five industries under CBAM.

The Report should provide most likely scenarios and model projections to mitigate negative impact, at sector and national level. The five industries are as follows:

1. electricity

2. iron and steel
3. cement
4. aluminium and
5. fertilisers.

The Report shall be prepared in English (up to 25 pages A4, 11pts).

3.2. Develop Study Report on CBAM impact on Ukraine industries.

The Contractor will analyse and consolidate the data obtained during Stage 1 and Stage 2 and produce a high-quality consolidated report. The final structure and content of the Report shall be agreed with UNDP. The Report should include at least the following sections:

- Findings and recommendations
- Methodology description
- Detailed analysis of CBAM mechanism including a political assessment of the discussions at EU level
- CBAM impact assessment on Ukrainian industries by sector and nationally
- Summary of consultations with stakeholders
- Analysis of possible short-term and long-term actions by Government of Ukraine and industries to face CBAM challenges
- Key data sources to be presented in an annex

The Report shall be prepared in English (up to 100 pages A4, 11pts).

Requirements for analytical reporting

A report structure must include a cover page, table of contents, glossary of terms, 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 consider 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).

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).

STAGE 4. Validation of Study Results with Key Stakeholders.

4.1. Prepare presentation materials based on report findings

Upon completing the Report, the Contractor will prepare a presentation, which should cover methodology, assessment results and recommendations.

Requirements to presentation

The primary focus of the presentation should be on detailed CBAM impact and concrete recommendations for further action. Presentation materials should be prepared after UNDP review and comments of the study report. Presentation shall be prepared in both English and Ukrainian and shall be reviewed by UNDP as well. Presentation should be prepared in PowerPoint format using the template provided by UNDP and to be submitted to the UNDP in electronic form (*.pptx, *.pdf or other formats accepted by UNDP).

4.2. Make presentation of the findings to UNDP and stakeholders to seek feedback for possible clarifications.

The Contractor is expected to participate in at least one (1) public event to present the study results and critical recommendations. 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. The Contractor should not include these costs in the financial proposal.

UNDP will support holding one or two events for subject discussion with an involvement of state bodies representatives, private sector, and expert community.

STAGE 5. Study Report Finalization and Submission.

5.1 Finalize Study Report.

The Final Study Report should incorporate comments and suggestions by UNDP, participants of presentation event (s), others.

5.2. Submit final Study Report to 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.

4. DELIVERABLES AND TIMELINE:

The target date for the start of work is November 20, 2021. The Contractor is expected to complete the tasks within the following tentative timeframe.

#	Deliverable	Timeframe
1	An Inception Report developed and submitted to UNDP for review and approval, comprising: a detailed final methodology; a detailed work plan reflecting key actions, milestones, and updated calendar with Gantt Chart.	2 weeks
2	Report on potential losses by each of Ukrainian five industries under CBAM given most likely scenarios and with model projections to mitigate negative impact, at sector and national level. The five industries are: <ul style="list-style-type: none"> - electricity - iron and steel - cement - aluminum and - fertilizers 	3 weeks
3	Study Report on CBAM impact on Ukraine industries in English. presented to UNDP for feedback and validation, containing comprehensive analysis and sections outlined above. The document should include at least the following sections: <ul style="list-style-type: none"> - Findings and recommendations - Methodology description - Detailed analysis of CBAM mechanism including a political assessment of the discussions at EU level - CBAM impact assessment on Ukrainian industries by sector and nationally - Summary of consultations with stakeholders - Analysis of possible short-term and long-term actions by Government of Ukraine and industries to face CBAM challenges - Key data sources to be presented in an annex 	3 weeks
4	Final Study Report (<i>in English</i>), incorporating comments and feedback, developed, and submitted to UNDP. Presentation developed, findings and recommendations presented to a wide range of stakeholders at minimum one (1) public event.	3 weeks

5. PAYMENT SCHEDULE

Payment will be made in 4 tranches according to the following payment schedule:

First payment - upon satisfactory completion of Deliverable 1 - (20%).

Second payment - upon satisfactory completion of Deliverable 2 - (20 %).

Third payment - upon satisfactory completion of Deliverable 3 – (30 %).

Fourth payment – upon satisfactory completion of Deliverable 4 – (30%)

6. COPYRIGHT

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

7. MONITORING AND REPORTING REQUIREMENTS

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

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 Study Report, containing a brief description of the work performed and the deliverables. The Final Study Report should also contain information related to the overall organization and execution of the study, data entry, and organization of the output files highlighting any considerable difficulties, challenges and deviations from the original plan and any other notable occurrences.

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

8. 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.

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.

9. 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 seven (7) years of proven experience with similar study and research assignments, specifically on design, implementation and management of qualitative and quantitative data collection processes, market research and studies, data collection, collating and analysis, and report writing.
- At least five (5) years of proven experience with advisory or research assignments related to economic development, trade and access to finance or closely related fields in Ukraine and internationally.
- Availability of staff and technical resources for organizing and holding expert interviews, focus group discussions remotely and offline, data management software, etc.
- 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 degree in Business Administration, Marketing, Economics, Statistics, Management, Social Sciences, Development Studies, Law, Public Administration, or another related field. A postgraduate degree in the relevant field is an asset.
- At least 10 years of experience in project management and/or leading research teams.
- At least 10 years of professional experience in research and analytics including managing and controlling quality of nation-wide studies (samples of works or links thereto are to be provided).
- 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 with high-level recommendations, vision for market development and/or ideas for strategic direction and plan of action).
- Fluency in English.

2. Key Research Expert 1

- At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, Finance, Management, Social Sciences, another related field. A postgraduate degree in the relevant field is an asset.
- At least 5 years of professional experience in research and analytics including providing and controlling quality of nation-wide economic studies (samples of works or links thereto are to be provided).
- At least 5 years of experience in conducting policy and economic research.
- Excellent reporting skills (reference to at least 2 open-source reports should be provided).
- Fluency in Ukrainian and English.

2. Key Research Expert 2

- At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, Finance, Management, Social Sciences, another related field. A postgraduate degree in the relevant field is an asset.
- At least 5 years of professional experience in research and analytics including providing and controlling quality of nation-wide economic studies (samples of works or links thereto are to be provided).
- Excellent reporting skills (reference to at least 2 open-source reports should be provided).
- At least 5 years of experience in conducting policy and economic research.
- Fluency in Ukrainian.

10. DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION

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

11. TECHNICAL PROPOSAL

Required

- Letter of interest/letter of proposal, with general information on the Organization: name of organization; address (legal and mailing), telephone and fax numbers, contact persons, e-mail addresses, as well as on organization resources and capacities, including date of

- establishment, information about activities of the organization, professional expertise, experience, number of employees (information should not exceed 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. All essential aspects should be addressed in sufficient detail, including a description of assessment methodology, approach to sampling and data collection, instruments for conducting the assessment (interviewers, facilities, data management, equipment). The methodology shall also include details of the Applicant’s risk mitigation, technical and quality assurance review mechanisms, and any other comments or information regarding the approach and methodology (information should not exceed 15 pages).
- CVs of the project team members clearly indicating the respective qualification requirements
- Examples or summaries of prior successful projects delivered (at least 3 cases clearly illustrating relevance, the scope of work and results of Contractor’s work);
- Copies of analytical reports prepared earlier:
 1. Not less than two (2) focused on Ukraine on economic and business development, 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 economic and business development, market innovation or transformation, shaping value chains, trade and investment or closely related subjects.
- At least two references from previous clients.

12. 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 based on 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 similar study and research assignments, specifically on design, implementation and management of qualitative and quantitative data collection processes, market research and studies, data collection, collating and analysis, and report writing. <i>{10 years –20 points, 11-15 years – 30 points, 16 years and more – 35 points}</i>	35			
1.3	At least five (5) years of proven experience with advisory or research assignments related to economic development, business development services or closely related fields in Ukraine and internationally. <i>{5 years –20 points, 6-9 years – 30 points, 10 years and more – 35 points}</i>	35			
1.4	Experience in conducting research and studies focused on 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 – 20 points, 4-5 relevant reports – 25 points, 5 reports or more – 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 is in line with 1.4 expertise, information is clear and consistent, visualisation and analysis are clearly showcasing the results of the study – 25 points. - The research is focused on market innovation or transformation, trade and investment, the analyses are clear and consistent but lacks proper visualisation – 15 points - The study shows incomplete relevance to the subject of the ToR - 5 points. 	25			
1.6	Experience in conducting research and studies focused on other countries/international experience related to economic and business development, 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 – 20 points, 4-5 relevant reports – 25 points, 5 reports or more – 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 – 10 points. - Clear and consistent information - 10 points. - Quality visualizations – 5 points. - Quality analysis – 10 points. 	35			
1.9	Experience in working with international organizations <i>{no experience – 0 points; availability of experience – 25 points}</i>	25			
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 –75 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 – 40 points; - Proposed methodology and approach are aimed at designing a comprehensive analytical report – 30 points; - The technical proposal is realistic within the timeframe stated in TOR – 15 points. - The methodology allows establishing an M&E baseline, includes risk mitigation, technical and quality assurance review mechanisms – 10 points. 	170			
2.2	<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 – 40 points; - Work plan envisages all the activities and deliverables outlined in ToR – 20 points; - Key activities in the work plan developed in the optimal sequence - 15 points. 	75			
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 Master's/Specialist's degree in Business Administration, Marketing, Economics, Statistics, 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 - 7 points, PhD or above -10 points}</i>	10			
3.2	At least ten (10) years of experience in project management and/or leading research teams. <i>{10-12 years– 13 points, 13 years and more – 15 points}</i>	15			
3.3	At least ten (10) years of proven work experience in research. Experience at the international level is an asset. <i>{10-15 years– 15 points, 15 years and more – 25 points; experience at the international level – additional 5 points}</i>	30			
3.4	Previous experience of working with international trade <i>{no experience - 0 points, 1-2 years – 5 points, 3 years and more – 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 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 English - 5 points)	5			
Interim score by criteria 3.1-3.6		80			
Key Research Expert 1					
3.7	At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, Finance, Management, Social Sciences, another related field. A postgraduate degree in the relevant field is an asset. <i>{Master's/Specialist's degree - 7 points, PhD or above -10 points}</i>	10			
3.8	At least 5 years of professional experience in research and analytics including providing and controlling quality of nation-wide economic studies (samples of works or links there to are to be provided); <i>{5- 10 years - 13 points, 10 years and more – 15 points}</i>	15			

3.9	At least 5 years of experience in conducting policy and economic research <i>{5-8 years of experience – 15 points; 9 and more years of experience – 20 points}</i>	20			
3.10	Excellent reporting skills (reference to at least 2 open-source reports should be provided). <i>{2-3 related publications – 7 points, 3-4 related publications – 8 points; 5 and more related publications– 10 points}</i>	10			
3.11	Language skills <i>{Fluent Ukrainian and English – 5 points}</i>	5			
Interim score by criteria 3.7-3.11		60			
Key Research Expert 2					
3.12	At least a Master's / Specialist's degree in Business Administration, Public Administration, Marketing, Economics, Finance, Management, Social Sciences, another related field. A postgraduate degree in the relevant field is an asset. <i>{Master's/Specialist's degree - 7 points, PhD or above -10 points}</i>	10			
3.13	At least 5 years of professional experience in research and analytics including providing and controlling quality of nation-wide economic studies (samples of works or links there to are to be provided); <i>{5- 10 years - 13 points, 10 years and more – 15 points}</i>	15			
3.14	At least 5 years of experience in conducting policy and economic research <i>{5-8 years of experience – 15 points; 9 and more years of experience – 20 points}</i>	20			
3.15	Excellent reporting skills (reference to at least 2 open-source reports should be provided). <i>{2-3 related publications – 7 points, 3-4 related publications – 8 points; 5 and more related publications– 10 points}</i>	10			
3.16	Language skills <i>{Fluent Ukrainian 5 points}</i>	5			
Interim score by criteria 3.7-3.11		60			
3.17	Is gender diversity ensured in the team? <i>{partially ensured – 10 points}</i>	10			
The total score on Form 3		210			

Financial Proposal Form⁵

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					
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 if 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 Research Expert 1		1				

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

1.3	Key Research Expert 2		1				
1.4	Other experts (as required)						
2	Administration Costs (if necessary)						
2.1	Communication (Internet/Phone/etc.)						
2.2	Other (if any – to clearly define activities/costs)						
3	Travel and Lodging						
3.1	Travel costs (tickets)						
3.2	Accommodation						
3.3	Daily Allowance						
4	Research-related Costs						
4.1	Expert interviews (10 interviews)		10				
4.2	Other (if any - to clearly define activities/costs)						
5	Other costs (if any - to clearly define activities/costs)						
5.1	...						
5.2	...						
	Total (please indicate currency)						

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

[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 737-2021-UNDP-UKR-RFP-SGRU-CBAM Impact Assessment in Ukraine 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

⁶ This serves as a guide to the Service Provider in preparing the Proposal.

⁷ 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.

This must include the body of the Technical proposal, explaining how the company proposes to approach the task at hand and overcome possible difficulties and risks

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*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

Financial Proposal

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

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

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

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal.

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

A. Cost Breakdown per Deliverable

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				
	Total	100%			

This shall be the basis of the payment tranches

B. Cost Breakdown by Cost Component:

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

Nº	Activity/Costs	Unit	Number	Cost per unit, currency	Amount, currency excl. VAT	VAT, currency (if applicable)	Amount including VAT, currency
1	Personnel						
1.1	Project Team Leader		1				

1.2	Key Research Expert 1		1				
1.3	Key Research Expert 2		1				
1.4	Other experts (as required)						
2	Administration Costs (if necessary)						
2.1	Communication (Internet/Phone/etc.)						
2.2	Other (if any – to clearly define activities/costs)						
3	Travel and Lodging						
3.1	Travel costs (tickets)						
3.2	Accommodation						
3.3	Daily Allowance						
4	Research-related Costs						
4.1	Expert interviews (10 interviews)		10				
4.2	Other (if any - to clearly define activities/costs)						
5	Other costs (if any - to clearly define activities/costs)						
5.1	...						
5.2	...						
	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.